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S:\CLIENTS\6018\1\Affidavit of M Lawrence.DOC

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FEB 27 2007
DEPARTMENT OF
WATER RESOURCES

Attorneys for East Hills Development LLC
and Lexington Hills, Inc.

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re: SRBA

Subcase Nos. 63-00123D and 63-00123F

Case No. 39576

**AFFIDAVIT OF MICHAEL P.
LAWRENCE**

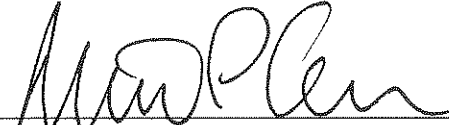
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

Michael P. Lawrence, being first duly sworn on oath, deposes and hereby states as follows:

1. I am an attorney representing East Hills Development LLC and Lexington Hills, Inc., in the above-captioned matter.
2. Attached hereto as Exhibit A is a true and correct copy of the master Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and each Supplemental Declaration thereto.
3. Attached hereto as Exhibit B is a true and correct copy of at least one representative deed conveying a lot in each phase of the Lexington Hills Subdivision.

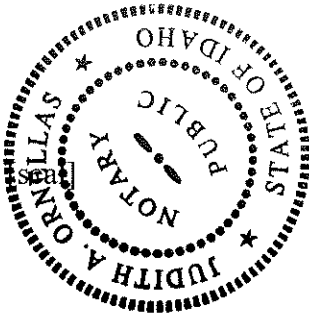
4. Attached hereto as Exhibit C is a true and correct copy of each deed conveying water rights to the Lexington Hills Homeowners Association, including 119.40 inches of the "Jacobs Right."

DATED this 26th day of FEBRUARY, 2007.



Michael P. Lawrence

SUBSCRIBED AND SWORN TO before me this 26th day of February 2007.





Notary Public for Idaho
Residing at Base 2D
My commission expires 10/17/09

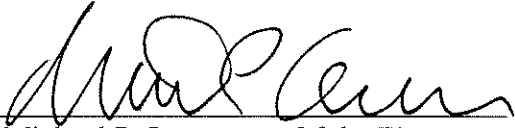
CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was mailed on February 26TH, 2007, with sufficient first-class postage to the following:

Lexington Hills Homeowners Association
2354 N. Stonecrest Place
Eagle, ID 83616
Phone: 208-364-8624

Lexington Hills Homeowners
John K. Simpson
1010 W. Jefferson Street, Ste. 102
PO Box 2139
Boise, Idaho 83701-2139
Phone: 208-336-0700

Director of IDWR
PO Box 83720
Boise, Idaho 83720-0098

By: 
Michael P. Lawrence, Of the Firm

RECEIVED

DEPARTMENT OF
WATER RESOURCES

EXHIBIT A

9209714

59/5802

Lexington Hills, Inc.
ADA COUNTY, ID. FOR

J. DAVID NAVARRO

RECORDER

BY *[Signature]*

92 FEB 20 PM 2 09

1379001542

MASTER COPY

Restrictions indicating a preference,
limitation or discrimination based on
race, color, religion, sex, handicap,
familial status, or national origin are
hereby deleted to the extent that
such restrictions violate 42 USC
3604(c).

Declaration Of
Covenants, Conditions, Restrictions And Easements
For
Lexington Hills

THIS DECLARATION is made on the date hereinafter set forth by LEXINGTON HILLS, INC., an Idaho corporation, hereinafter referred to as "Declarant".

Recitals: Declarant is the owner of the following real property in the City of Eagle, County of Ada, State of Idaho, hereinafter sometimes referred to as the "Property":

All of the land within the boundaries of Lexington Hills Subdivision No. 1, according to the plat thereof recorded in Book 59 of Plats at pages 5802 thru 5804, records of Ada County, State of Idaho.

INDEXED

ARTICLE I. DECLARATION

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following Covenants, Conditions, Restrictions and Easements which are established for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property, and each and every part, parcel and lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II. DEFINITIONS

As used in this Declaration or in any supplemental Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

2.1 "Association" shall mean and refer to Lexington Hills Homeowners' Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, or any successor or assign of the corporation.

2.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.3 "Property" shall mean and refer to the real property consisting of Lexington Hills No. 1 Subdivision according to the official plat thereof and every part, parcel, and Lot thereof, and shall further mean and refer to such additional real property as may hereafter be made subject to this Declaration by Supplemental Declaration, pursuant to the provisions hereof for the annexation of additional parcels of real property.

2.4 "Common Area" shall mean and refer to Lot 1, Block 1; Lots 1, 3 and 17, Block 2; Lot 1, Block 3; Lots 3 and 15, Block 5; Lots 1 and 16, Block 7; and Lot 1, Block 8, of Lexington Hills No. 1 Subdivision, and to any Lot or parcel designated as COMMON AREA in

a Supplemental Declaration subjecting additional real property to this DECLARATION. Said areas are intended to be devoted to the common use and enjoyment of the Owners (subject to the provisions hereof) and are not dedicated to the public.

2.5 "Common Facilities" shall mean and refer to those physical improvements constructed by Declarant upon Common Area, or upon the utility easement over each Lot including, without limitation, all street lights (but excluding entry way lights), benches, bridges, walkways and pedestrian paths, streams, and lakes; and the irrigation water system.

2.6 "Lot" shall mean and refer to all Lots within and shown upon any recorded subdivision map of the Property, except the Common Area, and except for streets dedicated to the public as shown upon the recorded plat map.

2.7 "Declarant" shall mean and refer to Lexington Hills, Inc., its successors and assigns provided that such successor or assign has acquired more than two (2) Lots and that such lots constitute the remainder of unconveyed Lots owned by Declarant.

2.8 "Annexed Property" shall mean and refer to any real property made subject to this Declaration by supplemental Declaration pursuant to the provisions hereof for the annexation of additional parcels of real property.

2.9 "Member" shall mean and refer to any person or entity who is a member of the Association as defined by the Articles and Bylaws of the Association and this Declaration.

2.10 "Project" shall mean and refer to the Property and all contemplated improvements thereto.

2.11 "Exempt Property" shall mean all properties within the Project which have been dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit corporation exempt from taxation by the laws of the United States of America, all of which properties shall be exempt from assessments created herein, except that such term shall not include any land or improvements devoted to dwelling use.

2.12 Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ARTICLE III. HOMEOWNERS ASSOCIATION

3.1 Formation: It is contemplated that simultaneously with the execution and recordation of this Declaration Of Covenants, Conditions, Restrictions and Easements (the "Declaration"), the Association will be incorporated and will adopt Bylaws (the "Bylaws") for its governance. To the extent the Articles of Incorporation or Bylaws of the Association may conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

3.2 Responsibilities: The Association shall maintain all Common Area and Common Facilities, and all landscaping, waterways, fencing, surfacing, bridges, irrigation pipes and pumps and other improvements thereon and easements therefor. The Association shall maintain in good working order all conduit, wiring, fuse systems, service box and related parts of

the street lights within the Project. Unless and until such time as the City of Eagle assumes responsibility therefor, the Association shall maintain and operate the street lights and shall pay all costs incident thereto.

ARTICLE IV. PROPERTY RIGHTS

Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area and Common Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

4.1 **Rules And Regulations:** The Association shall have the right from time to time to adopt Rules and Regulations regulating the use and enjoyment of the Common Area and Common Facilities including the right to limit the number of guests and charge admission and other fees for the use of any Common Facility;

4.2 **Improvements:** The Association shall have the right, in accordance with its Articles and Bylaws, to borrow money for the purpose of maintaining and improving the Common Area and Common Facilities and in support thereof to mortgage said property, provided that the rights of such mortgagee shall at all times be subordinate to the rights of the Owners under this Declaration;

4.3 **Enforcement:** The Association, the Architectural Control Committee, the Declarant, and any Lot Owner or Owners shall have the right to enforce the provisions of this Declaration as provided for in this Declaration;

4.4 **Suspension:** The Association shall have the right to suspend the voting rights and right to use the Common Area and Common Facilities of any Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

4.5 **Easements:** The Association shall have the right to grant easements in the Common Area for utilities and similar purposes;

4.6 **Dedication:** The Association shall have the right to dedicate or transfer all or any part of the Common Area or Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by two-thirds (2/3) of the votes of each class of members of the Association; and,

4.7 **Delegation:** Any Owner may license or delegate his right of enjoyment of the Common Area and Common Facilities to the members of his family, his tenants, or contract purchasers who reside on the Property, subject to the provisions of this Declaration.

4.8 **Irrigation System:** Lots to which Declarant determines it feasible to extend the irrigation system shall have access to the system described in Section 13.2 and shall share the cost of maintenance thereof except that all Owners shall have the right to use and enjoyment of the Common Area and shall bear a proportionate share of the cost of delivery of water for maintenance thereof, whether such water is derived from the irrigation system or the domestic water supply.

ARTICLE V. RIGHTS RESERVED BY DECLARANT

Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

(a) Itself, its employees, successors and assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Property, or any adjacent real property owned by Declarant, or its successors or assigns;

(b) Itself, its employees, successors and assigns, and its agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded subdivision plat of the Property for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work; and

(c) Itself, its employees, agents, representatives, contractors and their subcontractors and employees, and its successors and assigns, the right to use the Common Area and Common Facilities, where applicable, to facilitate and complete the development of the Property, and any Annexed Property, including without limitation the use of the Common Area and Common Facilities, where applicable, for:

(i) Construction, excavation, grading, landscaping, parking and/or storage;

(ii) Maintenance and operation of a sales office and model units for sales purposes;

(iii) The showing to potential purchasers of any unsold Lot, unit or improvements within the Project;

(iv) Display of signs to aid in the sale of any unsold Lots and units, or all or part of the Project;

(v) Construction, operation and maintenance of all or any portion of any Common Area or Common Facilities by Declarant, its successors or assigns;

(vi) Use of the irrigation system for irrigation water for Common Area and expansion and connection of the irrigation system to property annexed to the Project pursuant to the provisions hereof for the annexation of additional parcels, and the use and enjoyment of water therefrom.

(d) Itself, its agents, contractors, subcontractors and employees, successors and assigns, all water and water rights over, upon or under or appurtenant to the Property, or any portion thereof, and a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and the Common Area adjacent to the right-of-way for construction of a pressurized pipe irrigation system to be conveyed to and operated by the Association. Groundwater appropriated for the domestic water system will be owned by the City of Eagle. Surface water for irrigation appurtenant to each phase of development of the Property will be conveyed to the Association as each plat is recorded.

(e) Itself, its successors and assigns, all right, title and interest in and to Lot 2, Block 3, which shall be conveyed to the owner of the domestic water system as a well lot subject to a nonexclusive perpetual easement in favor of the Association on and over the surface thereof for the use and enjoyment of its members for park and open space subject to the requirements for well lots set forth in IDAPA 16.01.8601, as amended from time to time.

ARTICLE VI. MAINTENANCE

6.1 Common Area and Common Facilities: Among its other responsibilities, the Association shall be responsible for maintenance of all Common Area and Common Facilities including operation of the irrigation water system. The Association may employ the services of a manager and other personnel to carry out the management of such responsibilities. Such Common Area and Common Facilities shall be maintained in a neat, landscaped and becoming manner. Common Area within the Property hereinabove described shall include Lot 1, Block 1; Lots 1, 3 and 17, Block 2; Lot 1, Block 3; Lots 3 and 15, Block 5; Lots 1 and 16, Block 7; and Lot 1, Block 8, according to the plat of the Property on file in the office of the recorder of Ada County, Idaho, together with easements and rights-of-way as shown upon the recorded plat for pedestrian paths, streams, lakes and the irrigation system constructed and to be constructed for the Project whether or not within said Common Area. Common Area and Common Facilities shall also include such other real and personal property as may be conveyed to the Association from time to time by Declarant, or designated by it as Common Area in any Supplemental Declaration.

6.2 Private Property: Owners of Lots shall be responsible for and perform all exterior maintenance upon such Lots and all improvements thereon. In the event an Owner fails to maintain the premises of a Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, upon a 2/3 vote of the Board of Directors, the Association shall have the right to give a 30 day written notice of its intended action, and if satisfactory arrangements are not then made by such Owner, the Association shall have the right through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of any improvements located thereon. The cost of such activity shall be added to and become part of the assessment to which such Lot is subject. In the event the Board of Directors declares an emergency by a 3/4 vote, such action to repair, maintain and restore may be taken at any time after written notice is given to the Owner.

ARTICLE VII. USE AND BUILDING RESTRICTIONS

The use of any Lot and the construction of any improvements thereon, shall be subject to the following requirements and restrictions:

7.1 Classification of Lots: Each Lot shall be classified as one of the following types, and in the initial phase of the Project, being the Property hereinabove described the Lots as numbered on the recorded plat thereof shall be classified as follows:

- A Lots: Not applicable to the above described PROPERTY.
- B Lots: Lots 4-16 and 18-25, Block 2; Lots 1-3, Block 4; Lots 1-2, Block 5.
- C Lots: Lots 4-14, 16-19, Block 5; Lots 1-7, Block 6.
- D Lots: Lots 2-15, 17-23, Block 7.
- E Lots: Not applicable to the above described PROPERTY.
- F Lots: Not applicable to the above described PROPERTY.

In addition, portions of any Annexed Property shall be classified to be one of these types of Lots by the Supplemental Declaration, effective upon annexation in accordance with this Declaration. The building and use restrictions hereafter set forth shall apply to each Lot, in addition to restrictions, if any, which shall apply only to Lots within each classification.

7.2 Building Restrictions:

(a) No building, structure, or improvement shall be constructed, erected, altered or maintained on, nor shall any portion of the Property covered by this Declaration be used, designed or intended to be used for any purpose other than a single family dwelling, subject to the provisions as to Common Areas and Common Facilities and facilities used in common including schools and daycare centers, utility services and service facilities.

(b) Each Lot is restricted to a single family dwelling together with usual and appropriate structures, if any, approved by the Architectural Control Committee. Nothing contained in this Declaration shall be construed to prohibit the construction and use of a guest house in conjunction with and as an accessory to the single-family residence constructed on an "A" Lot or "B" Lot, provided that such guest house is approved by the Architectural Control Committee, to be used solely as part of the single-family dwelling by a guest, a family member or household employee and not for commercial purposes as a separate rental unit, and is in conformity with applicable zoning ordinances.

(c) The occupancy of a single family dwelling shall be limited to persons related by blood, adoption or marriage, or to other persons living together as a single household no more than two of whom are unrelated to any other occupant.

(d) The size, configuration, style and finish of each proposed building or structure on each Lot shall be subject to architectural and aesthetic control pursuant to Section 7.17 of this Article VII and pursuant to Article X hereof. Said Property shall be used in such manner as to be inoffensive to any other property Owners in the Project.

(e) All buildings shall be of frame, stone, stucco or brick construction and, if other than stone or brick, shall be finished, painted and maintained in good repair.

(f) Water and sewer hookup fees shall be the responsibility of the Lot Owner.

7.3 Minimum Building Size: The dwelling on each Lot shall satisfy the minimum floor area requirement of the Architectural Control Committee, provided, however, that in no event, absent exceptional circumstances deemed worthy by the Architectural Control Committee, shall the required ground floor area be less than the following number of square feet exclusive of garages, patios, breezeways, porches and similar attached or unattached structures, applicable to a dwelling of one story or more than one story in height:

<u>Minimum Ground Floor Area (in square feet) For:</u>	<u>A Lot</u>	<u>B Lot</u>	<u>C Lot</u>	<u>D Lot</u>	<u>E Lot</u>	<u>F Lot</u>
One story dwelling	1800	1500	1200	1000	1000	500
Two or more story dwelling	1000	800	700	700	700	N/A

7.4 Maximum Building Height: No dwelling shall be more than two stories in height, except that on "A" Lots, no dwelling shall be more than three stories in height. No other structure on a Lot shall be more than one story in height unless approved in writing by the Architectural Control Committee. Further, no structure which exceeds one story in height shall be erected on any Corner Lot unless approved in writing by the Architectural Control Committee. A basement or daylight basement shall not be counted as a story in determining compliance with this section. "Corner Lot" for purposes of this Declaration means any Lot two sides of which are contiguous to dedicated streets.

7.5 Building Location: No building, structure, or grade shall be constructed, used, maintained or made closer to any exterior line (front, rear or side) of any Lot than is permitted by the set back provisions contained in the deed from Declarant covering such Lot; provided, however, if any such deed fails to provide any such set back, the Architectural Control Committee shall determine the set back for such Lot. In general, unless otherwise specifically approved in writing by the Architectural Control Committee or as otherwise provided in the deed from the Declarant, no structure or improvement, other than approved fencing, shall be placed nearer than the following number of feet to the front or to the rear Lot lines, or to any side Lot line of the Lot on which such improvement is located:

In Lexington Hills Subdivision No. 1, the set backs shall be as follows:

Front: 30 feet, all Lots fronting on Parkforest Way;
20 feet, all other Lots.

Rear: 15 feet, Lots 4-13, Block 5; Lot 4, Block 6;
Lots 7, 13-15, 17-19 and 23, Block 7;

25 feet, all other Lots.

Side: 5 feet, Lots 8, 16 and 17, Block 5; Lot 4, Block 6; Lots 3-5, 7, 9-13 and 19-23, Block 7, provided that in no event shall there be less than 12 1/2 feet distance between structures or improvements on adjoining Lots other than approved fencing;

7-1/2 feet, all other Lots.

Set backs for Lots in any Annexed Property shall be as specified in the Supplemental Declaration, effective upon annexation in accordance with this Declaration, unless otherwise provided for in the deeds for such Lots or as determined by the Architectural Control Committee.

For the purpose of this section, eaves, steps, chimneys and gutters shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the building on any Lot to encroach upon any other Lot. Open porches shall not be considered as a part of the building for purposes of this section, but any open porch shall, prior to construction, require the approval of the Architectural Control Committee.

7.6 Building Site; Subdivision: A building site shall consist of at least one (1) Lot, or a parcel composed of more than one Lot. No Lot shall be further subdivided after the initial transfer thereof by Declarant. No parcel composed of more than one Lot conveyed for the purpose of constructing a single family dwelling thereon, shall be subdivided or conveyed other than as a single indivisible parcel unless title thereto reverts to Declarant.

7.7 Fences; hedges: No fence, hedge or boundary wall situated anywhere upon any Lot shall have a height greater than six (6) feet, or such other lesser height as the Architectural Control Committee may specify, above the finished graded surface of the ground upon which such fence, hedge or wall is situated. No fence shall be constructed of any material other than wood nor finished in other than a natural finish, except as may be specifically approved by the Architectural Control Committee. No fence shall be constructed so as to extend toward the front of the Lot past the front plane of the dwelling structure constructed thereon, or closer than ten (10) feet to any side Lot line adjacent to a dedicated street on a Corner Lot. No fence, wall, hedge, or shrub planting with an elevation above three (3) feet shall be permitted in front of building setback requirements without special written consent of the Architectural Control Committee. No fence, wall, hedge, or shrub planting which obstructs sight lines at an elevation between four (4) and eight (8) feet above the roadways shall be placed or permitted to remain on any Corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7.8 Construction: No building or structures shall be moved onto any Lot except on "F" Lots for which a new prefabricated structure or manufactured home of a type and design has been approved by the Architectural Control Committee prior to installation. During the course of construction no trailer houses or similar mobile units designed for overnight accommodations shall be parked in any street or within building setback lines. No trailer, basement, tent, shack, garage, barn or other unattached structure erected on a Lot shall at any time be used as a residence, temporarily or permanently except manufactured housing approved by the Architectural Control Committee on "F" Lots, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Lot prior to the construction of the dwelling house thereon, except that a garage or other small building of permanent construction may be erected with the approval of the Architectural Control Committee for the purpose of storing tools and other articles during the construction of the permanent dwelling. Notwithstanding the foregoing, a portable construction office may be placed upon a Lot during the period in which construction of a dwelling unit thereon is in progress, provided that such office may not remain or be kept upon such Lot for more than six months unless renewed with the approval of the Architectural Control Committee. A temporary sales office of a portable nature also may be placed upon any Lot by Declarant or its authorized agents, to facilitate Lot sales.

(a) The construction of the dwelling and associated structures shall be prosecuted diligently and continuously from the time of commencement thereof until such dwelling and associated structures are fully completed and painted.

(b) No excavation for stone, sand, gravel, earth or minerals shall be made upon a Lot unless and only to the extent such excavation is necessary in connection with the construction of an approved structure thereon. No irrigation drain or waste water shall be permitted to flow in open ditches to or on any Lot or tract in said Project and may be transmitted only by the irrigation and drainage systems installed by Declarant and operated and maintained by the Association.

7.9 Mining and Drilling: No derrick or other structure designed for use in boring or drilling for oil, natural gas or other products shall be erected, placed, permitted or maintained upon any portion of the Property, nor shall any oil, natural gas, petroleum, asphalt or other hydrocarbon product or substance be produced or extracted by or from any well upon, in or under said Property. No oil drilling, oil development operations, oil refining, mining, quarrying or other mineral excavation or similar activity shall be permitted on or under any part of the Property, nor shall oil wells, tanks, tunnels, mineral excavations, shafts or drifts be permitted upon or in any Lot.

7.10 Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, domestic cats or other household pets may be kept for an Owner's personal use, provided:

- (a) Such animals are not bred or maintained for any commercial purpose;
- (b) Dogs and cats shall be limited in number as follows:
A Lots: 2 dogs and 2 cats;

- B Lots: 2 dogs and 2 cats;
- C Lots: 2 dogs and 2 cats;
- D Lots: 2 dogs or 2 cats or 1 each (dog & cat);
- E Lots: 1 dog or 2 cats;
- F Lots: 1 dog or 2 cats.

(c) Any such household pets shall be properly restrained and controlled at any time they are within the Project. It shall be the obligation of an Owner to control his animals in accordance with the Rules and Regulations from time to time adopted by the Association.

(d) Any kennel for animals which is constructed or maintained on any Lot, shall be (1) screened from view so as not to be visible from anywhere within or adjacent to the Project from the Common Area or adjacent Lots and in a location and of construction approved by the Architectural Control Committee; (2) located and maintained in a manner to avoid any endangerment of or nuisance to, adjacent Lot Owners; and (3) maintained in a clean, odor free and insect free manner.

(e) "Household pets" as permitted hereby shall not include livestock, poultry, swine, waterfowl, reptiles, amphibians or rodents (except hamsters and gerbils).

(f) Notwithstanding the foregoing, household pets shall not be kept which unreasonably bother or constitute a nuisance to Owners of other Lots.

7.11 Landscaping: Prior to the beginning of construction of the dwelling upon any Lot, the Owner shall submit a landscaping plan to the Architectural Control Committee for approval.

(a) Each Lot shall be improved prior to occupancy of the dwelling structure with the landscaping specified in the plan approved by the Architectural Control Committee, provided, however, that if placement and planting of landscaping is made impractical by inclement weather during the months of November, December, January, February or March, completion of landscaping may be deferred a reasonable period of time in the discretion of the Architectural Control Committee (but shall be completed no later than the next April 30 following occupancy).

(b) The front yard area, side yards facing onto streets and all areas abutting on Common Area, shall be landscaped, sodded and maintained in a professional manner. Homeowners shall be responsible for landscaping rear and side yards not abutting on streets or Common Area, in accordance with an approved landscaping plan.

(c) Landscaping and vegetation shall be watered, pruned, cut and maintained weed-free according to good landscape practice and in good appearance.

7.12 Unsightly Structures, Property or Practices: No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, all unsightly facilities, equipment or structures shall be enclosed within approved structures or appropriately screened from view.

(a) Basketball backboards or posts shall not be installed without prior approval of the Architectural Control Committee as to materials and positioning. At a minimum, backboards shall be freestanding, constructed of plexiglass or acrylic materials and shall be supported by removable metal posts, painted white to blend with the color of the house and anchored in concrete. Backboards must be perpendicular to and adjacent to the driveway, or to the side of the house, or shall be located in the backyard, so as not to constitute a nuisance or visual obstruction to adjacent homeowners.

(b) All refuse, garbage and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure or appropriately screened from view, except when necessarily placed for pick up by garbage removal service.

(c) Storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. Clotheslines and similar structures for hanging, drying or airing clothes shall not be permanently installed. No lumber, grass, shrubs or tree clippings or scrap, refuse, trash or other materials shall be kept, stored or allowed to accumulate on any Lot.

7.13 Material Storage: No building materials of any kind shall be placed or stored upon a building site until the Owner is ready and able to commence construction, and then such material shall be placed within the property lines of the building site upon which the structure is to be erected. The Architectural Control Committee and/or Association through its agents, shall have the right to enter upon any vacant Lot for the purpose of burning or removing weeds, brush, growth or refuse, and charge the cost thereof to the Owner.

7.14 Noxious Use of Property: No portion of the Common Area, or any Lot or any structure thereon shall be used for the conduct of any trade or business or professional activities. Noxious or undesirable acts or undesirable use of any portion of the Property, including (but not limited to acts or uses causing noise which interferes with the peaceable enjoyment of neighboring properties) is prohibited and shall not be permitted or maintained; provided, however, that an office and model home or homes for the purpose of the development, construction and sale of the Lots and homes in the Project may be maintained by Declarant and provided, further, that educational facilities, including schools and childrens day care centers if approved by the Architectural Control Committee and properly licensed and zoned to operate within the Project, may be allowed with prior authorization of the Declarant. The prohibition of use of any Lot or any structure thereon for the conduct of any trade or business or professional activities includes and prohibits use of any Lot or any structure thereon for a "half-way house," treatment center, nursing home, shelter home, or other similar use, including use for the full time care and residence of unrelated physically or mentally handicapped persons (notwithstanding the provisions of Sections 67-6530 and 67-6531, Idaho Code).

7.15 Condition and Repair: No building or structure upon any Lot covered by this Declaration shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted as required under the provisions of, and which may be enforced as described in, Paragraph 6.2.

7.16 **Vehicle and Equipment Parking:** No campers, recreational vehicles, trailers, boats or motorcycles shall be parked upon any Lot for longer than forty-eight (48) hours, unless fully enclosed in a garage, and shall not be parked on any street or Common Area within the Project. No snowmobiles, snow removal equipment, golf carts, maintenance equipment or similar equipment or vehicles, and no working or commercial vehicles of greater than three quarter ton in size and no junk cars or other unsightly vehicles shall be parked upon any Lot at any time, unless fully enclosed in a garage on said Lot, and shall not be parked on any street adjacent thereto or on any Common Area. All other parking of equipment shall be prohibited, except as approved in writing by the Architectural Control Committee. No parking areas or driveways shall be constructed or maintained except as approved by the Architectural Control Committee. Parking bays or areas, or driveways, are prohibited in areas between side Lot lines and buildings or approved driveways.

7.17 **Control of Exterior Appearance, Walls, Etc.:** The visual harmony and aesthetic appeal of the Project being of mutual concern to all Owners and having a direct bearing on the value of Lots and improvements thereon, the Association or the Architectural Control Committee shall have the right to control the texture, design and color scheme of the outside walls, fences, screening devices, roofs, patio roofs, and covers of all structures erected upon any Lot and to require basic landscaping and maintenance thereof. The Owner shall not repaint the outside walls or fences without the prior approval of the Architectural Control Committee as to color. All open porches and patio roofs shall require the prior approval of the Architectural Control Committee.

7.18 **Exterior Antennas, Etc.:** Radio and television antennas on the exterior of the building or roof are prohibited. However, satellite dishes for television will be considered as long as they are not visible to the public and subject to Architectural Control Committee approval as to size and location.

7.19 **Signage:** No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the course of construction and any sales period. In addition, signs may also be allowed as follows:

(a) The Association may erect and maintain uniform subdivision identification signs, street signs, and other appropriate informational signs upon the Common Area and Common Facilities, or upon utility easements, of a size and design approved by the Architectural Control Committee. No other signs shall be placed or maintained upon any of the Common Area.

(b) Declarant is entitled to place signs of such size, design and number as Declarant may deem appropriate, to identify the project and display related information pertaining thereto, and to advertise Lots for sale.

7.20 **Exterior Lighting:** No exterior lighting shall be installed or maintained on any Lot or structure thereon, which interferes with the use and enjoyment of adjacent Lots, or without prior written approval of the Architectural Control Committee.

7.21 Mail Boxes: Each Lot shall have a uniform mail box and support structure installed by Declarant and maintained by Owner.

7.22 Sewage Disposal: No septic tank or other individual sewage disposal system shall be constructed or installed on any Lot.

ARTICLE VIII. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

8.1 Membership: 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.

8.2 Classes of Voting Members: The Association shall have two classes of voting membership; however, all votes shall be equal and counted as such, except where voting by separate classes may otherwise be provided in the Articles and Bylaws of the Association or this Declaration.

(a) Class A Members shall be Owners with the exception of the Declarant (during the period when the Declarant is a Class B Member). Each Class A member shall be entitled to one vote for each Lot owned. When more than one person is an Owner of a 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 vote be cast with respect to any Lot.

(b) The sole Class B Member shall be the Declarant, who shall be entitled to three votes for each Lot owned. Class B membership shall cease and be converted automatically to Class A memberships (one Class A membership for each Lot owned) upon the happening of either of the following events, whichever occurs later:

(i) When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership; or

(ii) On January 15, 2012.

ARTICLE IX. COVENANT AND LIEN FOR ASSESSMENTS.

The Declarant, for each Lot within the Property, hereby covenants and creates a claim of lien, with power of sale, to secure payment to the Association of any and all assessments levied hereunder. Each Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay to the Association (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Notwithstanding any other provision in these covenants to the contrary, exempt Property shall not be subject to the assessment provided for herein unless a dwelling is constructed thereon.

9.1 Annual Assessment: The Board of Directors of the Association shall determine the annual assessment each year. The maximum annual assessment for the year after the first Lot is sold shall be \$240 per Lot. The annual assessment may be in excess of the maximum allowable increase in assessment, as hereafter specified, if approved by a vote of two-thirds (2/3) of the members, in person or by proxy, either at any annual meeting or at any special meeting called for this purpose.

9.2 Rate: Both annual and special assessments must be fixed at a uniform rate for all Lots of the same classification.

9.3 Lien: The annual and special assessments, together with interest at the legal rate, costs, and reasonable attorney's fees, incurred in collection, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made.

9.4 Personal Obligation: Each such assessment, together with interest thereon at the legal rate, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, and in any event shall not relieve the Owner of his personal responsibility therefor, but unpaid assessments shall constitute a continuing lien against the Lot until paid.

9.5 Purpose of Assessment: The assessments levied by the Association shall be used exclusively to promote and develop the recreation, health, safety, welfare and economic well being of the residents in the Project; for the improvement, operation and maintenance of the Common Area and Common Facilities; pursuant to Section 6.2 hereof, for the exterior maintenance of improvements situated upon any Lot; and for the performance of the responsibilities of the Association as set forth in the Articles, Bylaws, and this Declaration.

9.6 Billing for Annual Assessment: The annual assessment may be billed on a monthly basis, one-twelfth (1/12) per month, or on a quarterly basis, one-fourth (1/4) per quarter, in advance.

(a) Each year, beginning January 1 of the year immediately following the year in which conveyance of the first Lot to an Owner occurs, the maximum annual assessment may be increased effective as of that January 1 (and each year thereafter) by action of the Board of Directors of the Association without a vote of the membership, in an amount equal to fifteen percent (15%) of the annual assessment for the preceding year. In no event shall the assessment for improvements, repairs and maintenance of the irrigation system exceed \$500 per Lot without approval of two-thirds (2/3) of the members, nor shall Lots which do not have access to the irrigation system be subject to assessment therefor except for their share of maintaining the Common Area.

(b) For the calendar year beginning January 1 immediately following the year in which conveyance of the first Lot to an Owner occurs, or any subsequent year, the maximum annual assessment may be increased in excess of the amount derived from the formula set forth in subsection (a) hereinabove, only by an affirmative vote of two-thirds (2/3) of the Members voting in person or by proxy at a meeting duly called for this purpose. The limitations hereof shall not apply to any change in the maximum basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

9.7 Special Assessments: In addition to the annual assessments authorized above, the Association may levy in any calendar year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair

or replacement of a capital improvement upon the Common Area and/or Common Facilities, including fixtures and personal property related thereto provided that any such assessment shall have the approval of two-thirds of the Members voting in person or by proxy at a special meeting called for this purpose.

In its discretion, the Association may require that any such assessment not expended by the Association in the year of its collection be treated as a contribution to the capital of the Association and maintained in a separate capital account until expenditure of such funds is appropriate.

9.8 Notice and Action Required: Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 9.6 and 9.7 hereof shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the scheduled meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, the meeting shall be adjourned and rescheduled for a time and place not less than ten (10) days nor more than thirty (30) days subsequent. Written notice of the rescheduled meeting shall be mailed to all Members not less than thirty (30) days in advance of the rescheduled meeting date. The quorum at the subsequent meeting shall be satisfied by the presence in person or by proxy of one-half (1/2) of the required quorum at the previous meeting.

9.9 Assessment and Due Dates: The annual and special assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the said Lot by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment period shall be the calendar year. At least 30 days in advance of each annual assessment period, the Board of Directors of the Association shall fix the amount of the annual assessment for each Lot within each classification and establish the due dates therefor.

(a) Written notice of the annual assessment and the due date(s) thereof shall be sent to each Owner.

(b) Upon written request by an Owner, and for a reasonable charge, the Association shall provide a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

9.10 Collection of Assessments: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of two percent (2%) per month or twenty-four percent (24%) per annum, or at such other rate as may be established annually by the Board of Directors. Each assessment, when levied, shall automatically constitute a lien on and against the Lot to which the assessment pertains, without any requirement of filing any documentation of such lien. The Association may nonetheless file an affidavit of Lien evidencing such lien thirty (30) days after the due date of the assessment.

(a) The Association may, from time to time, retain the services of a professional organization, bank, credit bureau, attorney, accountant, or such other disinterested

party or entity for the purpose of giving notice and collecting the annual or any special assessments.

(b) The Association may:

(i) bring an action at law against the Owner personally for the assessment, interest due, and the costs of action; or

(ii) foreclose the assessment lien against the Lot in the same manner as provided by law as to statutory materialmen's liens; or

(iii) use the enforcement procedures of the Bylaws.

(c) In the event of enforced collection of an assessment, the costs of collection as well as reasonable attorney fees shall be added to the amount of the assessment for collection.

(d) No Owner may waive or otherwise escape liability for the assessments provided for herein by failure to use the Common Area or the Common Facilities or by the abandonment of his Lot.

9.11 Subordination of Liens to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to foreclosure of a mortgage or deed of trust, 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. Such foreclosure shall not affect the personal liability of the Owner for such assessments. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

9.12 Rights of Mortgagees: Mortgagees shall not be required to collect assessments on behalf of the Association. The Owner's failure to pay assessments due to the Association shall not constitute a default under any mortgage affecting the Owner's Lot.

ARTICLE X. ARCHITECTURAL CONTROL

In order to protect the quality and value of the homes built in the Project and for the continued protection of the Owners thereof an Architectural Control Committee is hereby established consisting of three or more members to be appointed by Declarant. At such time as the total number of Lots owned by Declarant (including Lots in any annexed property) total less than ten percent (10%) of the total number of platted Lots, then the membership of the Architectural Control Committee shall be appointed by the Board of Directors of the Association, to succeed the prior committee membership upon such appointment.

10.1 Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, erected or maintained upon any Lot, Common Area or other property within the Project, nor shall any exterior addition to or change or alteration of existing improvements be made, until the plans and

specifications showing the nature, kind, shape, configuration, height, materials, location of the same and such other detail as the Architectural Control Committee may require (including but not limited to any electrical, heating or cooling systems), shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with the requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in, such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, approval will not be required, and this Article will be deemed to have been fully complied with.

10.2 Rules and Regulations: The Architectural Control Committee is hereby authorized to adopt Rules to govern its procedures including such rules as the Committee deems appropriate and in keeping with the spirit of due process of law with regard to the right of concerned parties due to be heard on any matter before the Committee, the Committee is further hereby empowered to adopt such regulations as it shall deem appropriate, consistent with the provisions of this Declaration with Control Committee's approval, including matters of design, materials, and aesthetic interest.

10.3 Fees: The Architectural Control Committee may establish by its adopted rules, a fee schedule for an architectural review fee to be paid by each Owner submitting plans and specifications to the Committee for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

10.4 Enforcement: The Architectural Control Committee may in its own name or on behalf of the Association, exercise all available legal and equitable remedies available to prevent or remove any unauthorized or unapproved construction or improvements on any Lot or the Property, or any portion thereof.

10.5 Waivers: The approval of any plans, drawings or specifications for any plans, improvements or construction, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

10.6 Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

ARTICLE XI ENFORCEMENT

11.1 Authority to Enforce: The provisions of this Declaration may be enforced by any of the following persons or entities under the procedure outlined herein:

(a) The Association as to all matters, and the Architectural Control Committee as to matters subject to its enforcement.

(b) The Declarant so long as it has any retained ownership of any of the Property.

(c) The Owner or Owners of any Lot adversely affected, but only after written demand is made on the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien herein.

11.2 Methods of Enforcement: Subject to the provisions of Paragraph 11.3 hereof, the following methods of enforcement may be utilized:

(a) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, cancellation of any contracts of an executory nature, or such other remedies at law and equity which may be available in a court of law;

(b) Eviction for trespass by police action;

(c) Monetary penalties and temporary suspension from Association membership rights and privileges including, without limitation, curtailment of water from the irrigation system, in accordance with the Bylaws of the Association, provided that, except for late charges, interest, and other penalties for failure to pay as due assessments levied by the Association as provided in this Declaration, no discipline or sanction shall be effective against a Member unless:

(i) The Member is given fifteen (15) days' written notice of the proposed compliance action and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Member, be oral or in writing. The notice shall be given personally to such Member or sent by first-class or certified mail to the last address of such Member as shown on the records of the Association and shall state the place, date and time of the hearing, which shall not be less than five (5) days before the effective date of the proposed expulsion, termination, or suspension.

(ii) The hearing shall be conducted by a committee composed of not less than three (3) persons, appointed by the president of the Association, which shall conduct the hearing in good faith and in a fair and reasonable manner and shall not reach a decision regarding appropriate compliance measures until the conclusion of the meeting.

(iii) Any Member challenging the compliance measures taken by the Board, including any claim alleging defective notice, must commence court action within one (1) year after the date of the contested compliance measure taken by the Board.

11.3 Limitations on Enforcement: All methods of enforcement and compliance authorized by this Declaration are limited as follows:

(a) The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned subdivision interest, other than the

right to receive water from the irrigation system, on account of the failure of the Owner to comply with provisions of this Declaration except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure for failure of the Owner to pay annual or special assessments duly levied by the Association.

(b) A monetary penalty imposed by the Association as a compliance measure for failure of a Member to comply with the provisions of this Declaration or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area, or Common Facilities, for which the Member was allegedly responsible, or in bringing the Member and his Lot into compliance with this Declaration, may not be treated as an assessment which may become a lien against the Member's Lot, enforceable by a sale of the interest. This provision does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent assessments and for charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorney's fees) in its efforts to collect delinquent assessments.

11.4 Fees and Costs: The Association, or any person entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a judgment or decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorneys' fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or its judgment or decree against the party in violation hereof.

11.5 Failure to Enforce: Neither the Association nor the Architectural Control Committee shall be liable to any person for failure to enforce any of the terms hereof, for personal injury, loss of life, damage to property, economic detriment or for any other loss caused either by their enforcement or non-enforcement. The failure to enforce any of such matters, including any covenants contained in this Declaration, shall not be deemed a waiver of the right to subsequently do so.

ARTICLE XII. ANNEXATION

12.1 Procedure: Additional land within the area described in Exhibit "A", attached hereto and incorporated herein by this reference, may be annexed by Declarant without the consent of members within twenty (20) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them. Amendment of the Declaration to include such Additional Property, and to subject such Additional Property to the rights, privileges, restrictions, covenants and easements herein provided shall be made by the execution and recordation by Declarant of a Supplemental Declaration, which shall describe the Additional Property being annexed, and any supplemental covenants, conditions and restrictions applicable thereto, and shall describe the Common Area and Common Facilities thereof. Upon the recordation of the Supplemental Declaration, the Additional Property described therein, shall be subject to the terms and provisions of this Declaration as though included originally in this Declaration, and the definitions of Property, Common Area and Common Facilities shall automatically be amended to conform to such supplement or supplements, as shall all the other definitions herein, including the definitions of Lot and Owner. All Owners of Lots located within the expanded Project shall be subject to all easements, restrictions and reservations set forth in this Declaration and shall have the privileges of use of Common Area and Common Facilities, except as otherwise provided herein and subject

to the restrictions and reservations set forth in the Declaration as amended and supplemented from time to time.

12.2 Annexation of Additional Property: Annexation of land other than the area described in Exhibit "A" may only be done with FHA/VA approval.

12.3 Designation of Common Areas: Any Common Area and Common Facilities designated by Declarant as such on the plat of the newly annexed additional Property or in the Supplemental Declaration or conveyed to the Association by Declarant shall be subject to the same easements and other rights for the use and enjoyment of the Owners as for the other owners of Lots subject to this Declaration.

ARTICLE XIII. WATER SYSTEMS

13.1 Domestic Water:

(a) Each Lot shall have access to a domestic water system to be owned and operated by the City of Eagle. The domestic water system will provide water for culinary and other ordinary domestic household use and is not to be used to water a lawn, pasture, landscaped area or other similar areas except for Lots which do not have access to the irrigation system and for all Lots during those times of year when water is not being supplied by the irrigation system. Water from the domestic water system for irrigation purposes will be subject to rules of the City of Eagle and, in any event, is subject to availability. Water from the domestic water system shall not be used for any swimming pool or to supply any exterior decorative pond, or heat exchange system or any other similar use or system without the prior written approval of each such use by the City of Eagle. The Association may elect to receive water for irrigation of the Common Area from the City of Eagle when water is not being supplied by the irrigation system, which use shall be paid by the Association from its assessments. Any Owner's use of water from the domestic water system shall constitute an agreement to pay the charges therefor by the City of Eagle including hookup fees. The City shall have a lien upon the Lot of any Owner for unpaid fees and charges and may impose a special assessment on the Lot for such purpose. Should any Owner fail to pay the charges for his water use, the City shall also have the right, after reasonable notice, to terminate water service to such defaulting Owner. Notwithstanding any termination of water service, no owner of a Lot shall be allowed to construct any ditch, drain, well or water system upon the Lot or any Common Area for domestic use or irrigation purposes.

(b) The City of Eagle water system is a Public Water System (PWS) and is regulated by the Idaho Department of Health and Welfare, Division of Environmental Quality (DEQ) and the U.S. Environmental Protection Agency (EPA).

(c) The Division of Environmental Quality of the Idaho Department of Health and Welfare has requested that Lot Owners be advised that the domestic water system has been fully tested according to state and federal requirements and the results are acceptable. However, sodium concentrations are 56 parts per million and this exceeds the "recommended" federal limit of 20 ppm. To the best information of Idaho's health authorities, this level makes little difference to most people as related to their normal dietary intake (i.e. anyone who salts their food). However, it may be of concern to those on restricted sodium diets. As a comparison, drinking two quarts of water per day would equal 112 milligrams of sodium; restrictive diets are

usually 1000-1500 mg/day and, rarely, as low as 500 mg/day. Persons at risk may wish to consult their doctor.

13.2 Irrigation System: All Lots to which delivery of irrigation water from the Common Facility is feasible in the Declarant's discretion, as well as the Association with respect to Common Area, shall have access to a pressurized irrigation water system ("irrigation system") to be constructed by Declarant and owned and operated by the Association for the benefit of the Association, Declarant and Lot Owners. Owners of Lots to which the system has been extended shall be required to pay the assessment therefor regardless of actual use or nonuse of water from the irrigation system. Use of the irrigation system shall be subject to such rules and regulations of the Association as may from time to time be adopted by the Association and the right to receive water therefrom is, in any event, subject to availability of the water. The Association shall regulate the use of water to conserve its availability for Lots and for the Common Area. WATER FROM THE IRRIGATION SYSTEM IS NOT DRINKABLE; EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF HIS LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.

ARTICLE XIV. GENERAL PROVISIONS

14.1 Severability: Invalidation of any of these covenants or restrictions by judgment or court order shall not affect any other provision hereof, which shall remain in full force and effect.

14.2 Amendment: The easements, covenants, conditions, and restrictions of this Declaration shall run with and bind the Property 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, other than the provisions of paragraphs 7.1 and 8.2 hereof, may be amended during the first twenty (20) year period by a document signed and acknowledged by Owners representing not less than ninety percent (90%) of the Lots subject to this Declaration, and thereafter by a document signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots subject to this Declaration. Any amendment to paragraphs 7.1 and 8.2 of the Declaration shall, until the last Lot in the Project is sold by Declarant, require, in addition to a document signed and acknowledged by the requisite number of Owners, the written consent of Declarant, its successors or assigns. No amendment to the Declaration shall be effective until recorded.

14.3 Conveyance of Common Area: The Common Area and Common Facilities in each phase of development of the Project shall be conveyed to the Association by Declarant, free and clear of all encumbrances, prior to the first mortgage in that phase being insured by HUD. Until conveyed, Declarant shall be solely responsible for the maintenance and management of Common Area and Common Facilities, and for all costs and expenses associated therewith not covered by the assessments provided for herein.

14.4 FHA/VA Approval: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional real property to the Project, mergers and

consolidations, mortgaging or dedication of Common Area, dissolution or amendment of the Articles of Incorporation or Bylaws of the Association, and amendment of this Declaration.

14.5 Contracts or Agreements: The Board of Directors may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, FHA, the FHLMC, the FNMA, or the GNMA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first mortgages encumbering building Lots in the Project with dwelling structures thereon.

IN WITNESS WHEREOF, the undersigned DECLARANT executes this DECLARATION this 20th day of February, 1992.

LEXINGTON HILLS, INC.,
An Idaho Corporation

By [Signature]
President

Attest:

[Signature]
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of February, 1992, before me, the undersigned, a Notary Public in and for said state, personally appeared Bryce L. Peterson and Dennis J. Whitmore known or identified to me to be the President and Secretary, respectively, of Lexington Hills, Inc., the corporation that executed the within instrument or the person who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

(SEAL)

[Signature]
Notary Public for Idaho
Residing at Boise, ID
My Commission Expires 6/20/94

EXHIBIT "A"

The South 1/2 of the Northeast 1/4, Southeast 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southeast 1/4 of Section 3, in Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPT all that portion of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian lying Easterly of the East line of that certain highway known as the Boise-Horseshoe Bend Highway Survey on file in the office of the Department of Public Works of the State of Idaho.

ALSO EXCEPT that portion of the Southeast 1/4 of the Southeast 1/4 lying East of Horseshoe Bend Highway, Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

ALSO EXCEPT a parcel of land situate in the East one-half of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

COMMENCING at the Section corner common to Sections 2, 3, 10, 11, Township 4 North, Range 1 East, Boise Meridian; thence

South 89°53'17" West, 2,276.14 feet along the Section line common to said Section 3 and 10 to the REAL POINT OF BEGINNING; thence

North 00°47'30" West, 2,616.95 feet; thence

North 89°53'17" East, 1,511.68 feet along a line parallel to the Southerly boundary of said Section 3 to the Southwesterly right-of-way of Idaho State Highway 55; thence

South 18°06'46" East 2,151.15 feet along the Southwesterly right-of-way of Idaho State Highway 55; thence 580.50 feet along a curve deflecting to the right, with a radius of 1,865.20 feet, a central angle of 17°49'55" a long chord of 578.16 feet and a long chord bearing of South 09°11'49" East, along the Southwesterly right-of-way of Idaho State Highway 55 to the Southerly boundary of said Section 3; thence

South 89°53'17" West, 2,236.70 feet along the Southerly boundary of said Section 3 to the REAL POINT OF BEGINNING.

Except the land within the boundaries of Lexington Hills Subdivision No. 1 according to the official plat filed in Book 59 of Plats at pages 5802/5804, records of Ada County, Idaho

9314234.

Lexington

NOTICE OF ADDITION OF TERRITORY

AND

RECORDED

BY *Dehual*

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LEXINGTON HILLS SUBDIVISION NO. 2

1515000537

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION, (hereinafter "Supplemental Declaration") is made this 25th day of February, 1993, by LEXINGTON HILLS, INC. an Idaho corporation, hereinafter referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County of Ada, State of Idaho, which is particularly described as:

Lexington Hills Subdivision No. 2, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho, in Book 62 of Plats at pages 6152 through 6154, records of Ada County, Idaho.

which real property is hereinafter referred to as "Lexington Hills 2"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the property subject thereto as a planned development and providing for amendment thereof to annex additional parcels, including Lexington Hills 2, as part of the property subject to the Master Declaration and to include the owners of Lots in Lexington Hills 2 as members of the Association provided for in the Master Declaration; and

C. Declarant desires to add Lexington Hills 2 as part of the planned development with Lexington Hills Subdivision No. 1, together referred to as "Lexington Hills", and the owners of lots therein as members of the Association:

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

I. Annexation.

I.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established upon Lexington Hills 2, and every portion thereof, in furtherance of a general plan for the improvement and sale of Lots within Lexington Hills, for the purpose of protecting and enhancing the value of each Lot therein, and are further declared to be for the benefit of

Lexington Hills 2, and every part thereof, and for the benefit of each Owner of a Lot in Lexington Hills 2.

B. Lexington Hills 2, and every portion thereof, is hereby made subject to the Master Declaration except as herein modified for Lexington Hills 2 only. Lexington Hills 2, and every portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon Lexington Hills 2, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other lot within Lexington Hills as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with Lexington Hills 2 and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Lexington Hills 2 or any portion thereof.

E. This Supplemental Declaration is recorded pursuant to Article XII of the Master Declaration and the provisions hereof shall be deemed an amendment the supplement to the Master Declaration, and may be enforced as provided for the enforcement of other provisions thereof.

2. Common Area.

"Common Area" as defined in Article II, Section 2.4, of the Master Declaration is amended to include, in addition to the lots, parcels and easements described therein, the following: Lots 26 and 31, Block 5, as depicted on and according to the official recorded plat for Lexington Hills Subdivision No. 2.

3. Classification of Lots. As required by Article VII, Section 7.1 of the Master Declaration, the Lots in Lexington Hills 2, described as numbered on the recorded plat thereof, shall be classified as follows:

- | | |
|---------|--|
| A Lots: | Not applicable to the above described property. |
| B Lots: | Block 4, Lot 4;
Block 5, Lots 38-43;
Block 9, Lots 1 and 2;
Block 10, Lots 1 and 2;
Block 11, Lots 1 and 2; and
Block 12, Lots 1-7. |
| C Lots: | Block 5, Lots 20-25, 27-30, 32-37;
Block 13, Lots 1-8; and
Block 14, Lots 1-13. |
| D Lots: | Not applicable to the above described property. |
| E Lots: | Not applicable to the above described property. |
| F Lots: | Not applicable to the above described property. |

4. Building Setbacks. Unless otherwise provided for in the deed to any Lot from Declarant or as determined by the Architectural Control Committee, structures and improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in Lexington Hills 2:

Front: 20 feet, all Lots.

- Rear: 15 feet, Lots 20, 30, 32-37, Block 5;
 Lots 1, 4-8, Block 13;
 25 feet, all other Lots.
- Side: 5 feet, Lots 20, 30, 32-37, Block 5;
 Lots 1, 4-8, Block 13;
 provided that in no event shall there be
 less than 12-1/2 feet distance between
 structures or improvements on adjoining
 Lots other than approved fencing;
 7-1/2 feet, all other Lots.

5. Miscellaneous Provisions.

5.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

5.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

5.3 Construction; Severability; Singular-Plural; Titles.

A. **Restrictions Construed Together.** All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

B. **Restrictions Severable.** Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

D. **Captions.** All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

1515000540

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC. an Idaho corporation

By Bryce L. Peterson
Bryce L. Peterson, President

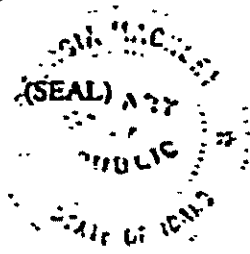
Attest: [Signature]
Secretary

STATE OF IDAHO)

County of Ada)

On this 25th day of February, 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared Bryce L. Peterson and known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



[Signature]
NOTARY PUBLIC FOR IDAHO

Residing at: Boise, ID

Commission expires: 6/30/94

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NOTICE OF ADDITION OF TERRITORY
AND
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
LEXINGTON HILLS SUBDIVISION NO. 3

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION, (hereinafter "Supplemental Declaration") is made this 12th day of April, 1993, by LEXINGTON HILLS, INC. an Idaho corporation, hereinafter referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County of Ada, State of Idaho, which is particularly described as:

Lexington Hills Subdivision No. 3, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho, in Book 62 of Plats at pages 6170 through 6171, records of Ada County, Idaho,

which real property is hereinafter referred to as "Lexington Hills 3"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the property subject thereto as a planned development and providing for amendment thereof to annex additional parcels, including Lexington Hills 3, as part of the property subject to the Master Declaration and to include the owners of Lots in Lexington Hills 3 as members of the Association provided for in the Master Declaration; and

C. Declarant desires to add Lexington Hills 3 as part of the planned development with Lexington Hills Subdivision Nos. 1 and 2, collectively referred to as "Lexington Hills", and the owners of lots therein as members of the Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

1. Annexation.

1.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established upon Lexington Hills 3, and every portion thereof, in furtherance of a general plan for the improvement and sale of Lots within Lexington Hills, for the purpose of protecting and enhancing the value of each Lot therein, and are further declared to be for the benefit of

structures or improvements on adjoining
Lots other than approved fencing;

7-1/2 feet, all other Lots.

5. Miscellaneous Provisions.

5.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

5.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

5.3 Construction; Severability; Singular-Plural; Titles.

A. Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

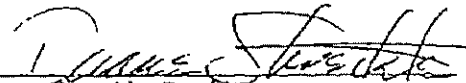
B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

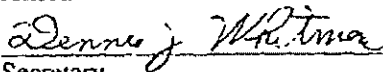
D. Captions. All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

By 
Duane Stueckle, President

Attest:


Secretary

1532000048

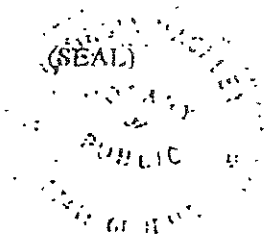
STATE OF IDAHO

County of Ada

)
)ss.
)

On this 12th day of April, 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared Duane Stueckle and Dennis J. Whitmore known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, ID
Commission expires: 6/20/94

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ADA COUNTY, ID. REC.

J. DAVID NAYAKH

RECORDER

BY

Lexington Hills
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NOTICE OF ADDITION OF TERRITORY

AND

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

1576001789

LEXINGTON HILLS SUBDIVISION NO. 4

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION, (hereinafter "Supplemental Declaration") is made this 21st day of July, 1993, by LEXINGTON HILLS, INC. an Idaho corporation, hereinafter referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County of Ada, State of Idaho, which is particularly described as:

Lexington Hills Subdivision No. 4, according to the official plat thereof filed June 21, 1993, in the Office of the County Recorder of Ada County, State of Idaho, in Book 62 of Plats at pages 6269, 6270 and 6271, Instrument No. 9348143, records of Ada County, Idaho,

which real property is hereinafter referred to as "Lexington Hills 4"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the property subject thereto as a planned development and providing for amendment thereof to annex additional parcels, including Lexington Hills 4, as part of the property subject to the Master Declaration and to include the owners of Lots in Lexington Hills 4 as members of the Association provided for in the Master Declaration; and

C. Declarant desires to add Lexington Hills 4 as part of the planned development with Lexington Hills Subdivision Nos. 1, 2 and 3, collectively referred to as "Lexington Hills", and the owners of lots therein as members of the Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

1. Annexation.

1.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established upon Lexington Hills 4, and every portion thereof, in furtherance of a general plan for the improvement and sale of Lots within Lexington Hills, for the purpose of protecting and enhancing the value of each Lot therein, and are further declared to be for the benefit of

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS-1-

<W>lex/covenants/suppl4.ery7893

Lexington Hills 4, and every part thereof, and for the benefit of each Owner of a Lot in Lexington Hills 4.

B. Lexington Hills 4, and every portion thereof, is hereby made subject to the Master Declaration except as herein modified for Lexington Hills 4 only. Lexington Hills 4, and every portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon Lexington Hills 4, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other Lot within Lexington Hills as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with Lexington Hills 4 and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Lexington Hills 4 or any portion thereof.

E. This Supplemental Declaration is recorded pursuant to Article XII of the Master Declaration and the provisions hereof shall be deemed an amendment and supplement to the Master Declaration, and may be enforced as provided for the enforcement of other provisions thereof.

2. Common Area.

"Common Area" as defined in Article II, Section 2.4, of the Master Declaration is amended to include, in addition to the lots, parcels and easements described therein, the following: Lot 1, Block 15, together with an easement for recreational and aesthetic purposes over and across Lot 2, Block 15, as depicted on and according to the official recorded plat for Lexington Hills Subdivision No. 4.

3. Classification of Lots. As required by Article VII, Section 7.1 of the Master Declaration, the Lots in Lexington Hills 4, described as numbered on the recorded plat thereof, shall be classified as follows:

A Lots:	Not applicable to the above described property.
B Lots:	Block 4, Lots 5-12 inclusive; Block 10, Lots 3-20 inclusive; and Block 16, Lots 1-3 inclusive.
C Lots:	Not applicable to the above described property.
D Lots:	Not applicable to the above described property.
E Lots:	Not applicable to the above described property.
F Lots:	Not applicable to the above described property.

4. Building Setbacks. Unless otherwise provided for in the deed to any Lot from Declarant or as determined by the Architectural Control Committee, structures and improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in Lexington Hills 4:

Front:	20 feet, all Lots.
Rear:	25 feet, all Lots.
Side:	7-1/2 feet, all Lots.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS-2-

5. Miscellaneous Provisions.

5.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

5.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

5.3 Construction; Severability; Singular-Plural; Titles.

A. Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

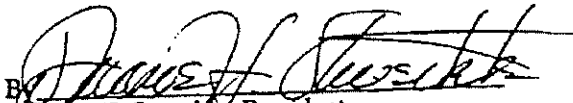
B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

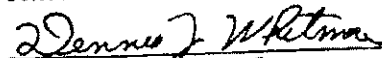
D. Captions. All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

By 
Duane H. Stueckle, President

Attest:


Dennis J. Whitmore, Secretary

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS-3-**

<W>lexhills.com/suppl4, 07/18/13

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STATE OF IDAHO)

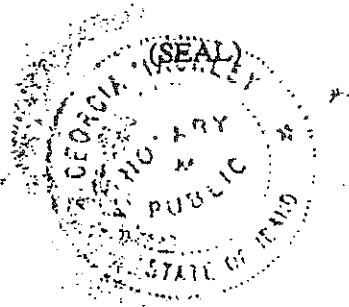
County of Ada)

)ss.

On this 21st day of July, 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared Duane H. Stueckle and Dennis J. Whitmore, known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

Stephen Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: *Boise, Id*
Commission expires: *6/28/94*



SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS-4-

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Lexington Hills Inc
ADA CO. RECORDER
J. DAVID MAYARRO

NOTICE OF ADDITION OF TERRITORY

BOISE ID

1684000406

AND

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

'04 FEB 25 PM 1 33

FEE 12.00 REC'D *Alison*
RECORDED AT THE REQUEST OF

FOR

PORTIONS OF LEXINGTON HILLS SUBDIVISION NO. 5

("LEXINGTON HILLS 5")

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL
DECLARATION, (hereinafter "Supplemental Declaration") is made this 22nd day of
February, 1994, by LEXINGTON HILLS, INC. an Idaho corporation,
hereinafter referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County
of Ada, State of Idaho, which is particularly described as:

Lots 28, 30 and 33 through 48 inclusive, Block 7, Lot 1, Block 17, Lots 1
through 31 inclusive, Block 18, Lots 1 through 12 inclusive, Block 19,
Lots 1 through 10 inclusive, Block 20, Lots 1 through 8 inclusive, Block
21, and Lots 1 through 3 inclusive, Block 22, all in Lexington Hill
Subdivision No. 5, according to the official plat thereof on file in the
Office of the County Recorder of Ada County, State of Idaho, as
Instrument No. 14010822, records of Ada County, Idaho,

which real property is hereinafter referred to as "Lexington Hills 5"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada
County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions
and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the
property subject thereto as a planned development and providing for amendment thereof to
annex additional parcels, including Lexington Hills 5, as part of the property subject to the
Master Declaration and to include the owners of Lots in Lexington Hills 5 as members of the
Association provided for in the Master Declaration; and

C. Declarant desires to add Lexington Hills 5 as part of the planned development
with Lexington Hills Subdivision Nos. 1 through 4 inclusive, collectively referred to as
"Lexington Hills", and the owners of lots therein as members of the Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

1. Annexation.

2. Common Area.

1684000408

improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in Lexington Hills 5:

Front: 20 feet, all Lots.

Rear: 25 feet, all Lots.

Side: 7-1/2 feet, all Lots.

5. Miscellaneous Provisions.

5.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

5.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

5.3 Construction; Severability; Singular-Plural; Titles.

A. **Restrictions Construed Together.** All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

B. **Restrictions Severable.** Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

D. Captions. All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

1684000409

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

By *Duane H. Stueckle*
Duane H. Stueckle, President

Attest:

Dennis J. Whitmore
Secretary

STATE OF IDAHO)

County of Ada) ss.

On this 22nd day of February, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared Duane H. Stueckle and Dennis J. Whitmore, known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



George H. Schell
NOTARY PUBLIC FOR IDAHO
Residing at: *Boise, ID*
Commission expires: *12/20/94*

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32.11.

NOTICE OF ADDITION OF TERRITORY

AND

127 SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FEE LAD
REC -

FOR

LEXINGTON HILLS SUBDIVISION NO. 6

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION, (hereinafter "Supplemental Declaration") is made this 17th day of May, 1994, by LEXINGTON HILLS, INC. an Idaho corporation, hereinafter referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County of Ada, State of Idaho, which is particularly described as:

Lexington Hills Subdivision No. 6, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho, in Book 65 of Plats at pages 6615 through 6619, records of Ada County, Idaho,

which real property is hereinafter referred to as "Lexington Hills 6"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the property subject thereto as a planned development and providing for amendment thereof to annex additional parcels, including Lexington Hills 6, as part of the property subject to the Master Declaration and to include the owners of Lots in Lexington Hills 6 as members of the Association provided for in the Master Declaration; and

C. Declarant desires to add Lexington Hills 6 as part of the planned development with Lexington Hills Subdivision Nos. 1 through 5 inclusive, collectively referred to as "Lexington Hills", and the owners of lots therein as members of the Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

1. Annexation.

1.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established upon Lexington Hills 6, and every portion thereof, in furtherance of a general plan for the improvement and sale of Lots within Lexington Hills, for the purpose of protecting and enhancing the value of each Lot therein, and are further declared to be for the benefit of

Lexington Hills 6, and every part thereof, and for the benefit of each Owner of a Lot in Lexington Hills 6.

B. Lexington Hills 6, and every portion thereof, is hereby made subject to the Master Declaration except as herein modified for Lexington Hills 6 only. Lexington Hills 6, and every portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon Lexington Hills 6, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other Lot within Lexington Hills as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with Lexington Hills 6 and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Lexington Hills 6 or any portion thereof.

E. This Supplemental Declaration is recorded pursuant to Article XII of the Master Declaration and the provisions hereof shall be deemed an amendment and supplement to the Master Declaration, and may be enforced as provided for the enforcement of other provisions thereof.

2. Common Area.

"Common Area" as defined in Article II, Section 2.4, of the Master Declaration is amended to include, in addition to the lots, parcels and easements described therein, the following: Lot 11, Block 20, and Lot 4, Block 22, as depicted on and according to the official recorded plat for Lexington Hills Subdivision No. 6.

3. Classification of Lots. As required by Article VII, Section 7.1 of the Master Declaration, the Lots in Lexington Hills 6, described as numbered on the recorded plat thereof, shall be classified as follows:

- | | |
|---------|---|
| A Lots: | Not applicable to the above described property. |
| B Lots: | Not applicable to the above described property. |
| C Lots: | Block 20, Lots 12 through 31 inclusive;
Block 22, Lots 5 through 40 inclusive;
Block 23, Lots 1 through 10 inclusive. |
| D Lots: | Not applicable to the above described property. |
| E Lots: | Not applicable to the above described property. |
| F Lots: | Not applicable to the above described property. |

4. Building Setbacks. Unless otherwise provided for in the deed to any Lot from Declarant or as determined by the Architectural Control Committee, structures and improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in Lexington Hills 6:

- | | |
|--------|-----------------------|
| Front: | 20 feet, all Lots. |
| Rear: | 25 feet, all Lots. |
| Side: | 7-1/2 feet, all Lots. |

5. Miscellaneous Provisions.

5.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

5.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

5.3 Construction; Severability; Singular-Plural; Titles.

A. Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

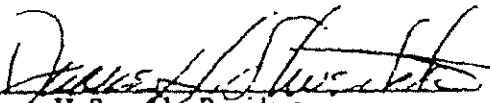
B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

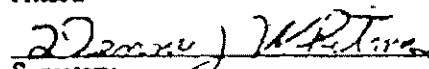
D. Captions. All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

By 
Duane H. Stuckle, President

Attest:


Secretary

1730001820

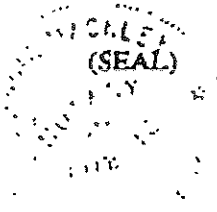
STATE OF IDAHO)

County of Ada)

)ss.

On this 17th day of May, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared Duane H. Srueckle and Dennis J. Whitmore, known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Shirley Mockley
NOTARY PUBLIC FOR IDAHO

Residing at: Boise, ID

Commission expires: 6/20/94

NOTICE OF ADDITION OF TERRITORY

AND

97102058

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

Boise Id.

LEXINGTON HILLS SUBDIVISION NO. 7

97 DEC 9 10 21

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION, (hereinafter "Supplemental Declaration") is made this 12th day of October, 1997, by LEXINGTON HILLS, INC., an Idaho corporation, hereinafter referred to as "Declarant".

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County of Ada, State of Idaho, which is particularly described as:

Lexington Hills Subdivision No. 7, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho, in Book 75 of Plats at pages 7716 through 7718, records of Ada County, Idaho.

which real property is hereinafter referred to as "Lexington Hills 7"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the property subject thereto as a planned development and providing for amendment thereof to annex additional parcels, including Lexington Hills 7, as part of the property subject to the Master Declaration and to include the owners of Lots in Lexington Hills 7 as members of the Association provided for in the Master Declaration; and

C. Declarant desires to add Lexington Hills 7 as part of the planned development with Lexington Hills Subdivision Nos. 1 through 6 inclusive, collectively referred to as "Lexington Hills", and the owners of lots therein as members of the Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

1. Annexation.

1.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established upon Lexington Hills 7, and every portion thereof, in furtherance of a general plan for the improvement and sale of Lots within Lexington Hills, for the purpose of protecting and enhancing the value of each Lot therein, and are further declared to be for the benefit of

Lexington Hills 7, and every part thereof, and for the benefit of each Owner of a Lot in Lexington Hills 7.

B. Lexington Hills 7, and every portion thereof, is hereby made subject to the Master Declaration except as herein modified for Lexington Hills 7 only. Lexington Hills 7, and every portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon Lexington Hills 7, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other Lot within Lexington Hills as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with Lexington Hills 7 and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Lexington Hills 7 or any portion thereof.

E. This Supplemental Declaration is recorded pursuant to Article XII of the Master Declaration and the provisions hereof shall be deemed an amendment and supplement to the Master Declaration, and may be enforced as provided for the enforcement of other provisions thereof.

2. Common Area.

"Common Area" as defined in Article II, Section 2.4, of the Master Declaration is amended to include, in addition to the lots, parcels and easements described therein, the following: Lot 1, Block 23, and Lot 1, Block 25, as depicted on and according to the official recorded plat for Lexington Hills Subdivision No. 7.

3. Classification of Lots. As required by Article VII, Section 7.1 of the Master Declaration, the Lots in Lexington Hills 7, described as numbered on the recorded plat thereof, shall be classified as follows:

- | | |
|---------|--|
| A Lots: | Lots 14 through 23 inclusive, Block 12. |
| B Lots: | Lots 24 and 25, Block 12; Lots 41, 42 and 43, Block 22; Lots 8 through 13 inclusive, Block 23; and Lots 1 through 6 inclusive, Block 24. |
| C Lots: | Not applicable to the above described property. |
| D Lots: | Not applicable to the above described property. |
| E Lots: | Not applicable to the above described property. |
| F Lots: | Not applicable to the above described property. |

4. Building Setbacks. Unless otherwise provided for in the deed to any Lot from Declarant or as determined by the Architectural Control Committee, structures and improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in Lexington Hills 7:

- | | |
|--------|--|
| Front: | 20 feet, all Lots. |
| Rear: | 25 feet, all Lots. |
| Side: | 7-1/2 feet, all Lots, for 1-story structure
10 feet, all Lots, for 2-story structure. |

5. Miscellaneous Provisions.

5.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

5.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

5.3 Construction; Severability; Singular-Plural; Titles.

A. Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

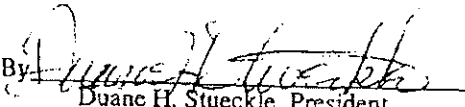
B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

D. Captions. All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

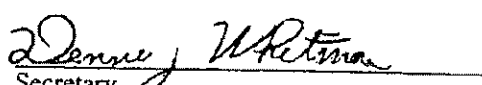
IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

By: 

Duane H. Stueckle, President

Attest:


Secretary

STATE OF IDAHO)
 : ss.
County of Ada)

On this 4th day of October, 1997, before me, the undersigned Notary Public in and for said State, personally appeared Duane H. Stueckle and Dennis J. Whitmore, known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Malden, Id
Commission expires: 6/22/2000

97104739

(C)

NOTICE OF ADDITION OF TERRITORY
AND
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
LEXINGTON HILLS SUBDIVISION NO. 8

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION, (hereinafter "Supplemental Declaration") is made this 4th day of October, 1997, by LEXINGTON HILLS, INC., an Idaho corporation, hereinafter referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County of Ada, State of Idaho, which is particularly described as:

Lexington Hills Subdivision No. 8, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho, in Book 75 of Plats at pages 7719 through 7721, records of Ada County, Idaho,

which real property is hereinafter referred to as "Lexington Hills 8"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the property subject thereto as a planned development and providing for amendment thereof to annex additional parcels, including Lexington Hills 8, as part of the property subject to the Master Declaration and to include the owners of Lots in Lexington Hills 8 as members of the Association provided for in the Master Declaration; and

C. Declarant desires to add Lexington Hills 8 as part of the planned development with Lexington Hills Subdivision Nos. 1 through 7 inclusive, collectively referred to as "Lexington Hills", and the owners of lots therein as members of the Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

- 1. Annexation.
- 1.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established upon Lexington Hills 8, and every portion thereof, in furtherance of a general plan for the improvement and sale of Lots within Lexington Hills, for the purpose of protecting and enhancing the value of each Lot therein, and are further declared to be for the benefit of

Lexington Hills 8, and every part thereof, and for the benefit of each Owner of a Lot in Lexington Hills 8.

B. Lexington Hills 8, and every portion thereof, is hereby made subject to the Master Declaration except as herein modified for Lexington Hills 8 only. Lexington Hills 8, and every portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon Lexington Hills 8, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other Lot within Lexington Hills as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with Lexington Hills 8 and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Lexington Hills 8 or any portion thereof.

E. This Supplemental Declaration is recorded pursuant to Article XII of the Master Declaration and the provisions hereof shall be deemed an amendment and supplement to the Master Declaration, and may be enforced as provided for the enforcement of other provisions thereof.

2. Common Area.

"Common Area" as defined in Article II, Section 2.4, of the Master Declaration is amended to include, in addition to the lots, parcels and easements described therein, the following: Lot 1, Block 27, as depicted on and according to the official recorded plat for Lexington Hills Subdivision No. 8.

3. Classification of Lots. As required by Article VII, Section 7.1 of the Master Declaration, the Lots in Lexington Hills 8, described as numbered on the recorded plat thereof, shall be classified as follows:

- A Lots: Lots 27 through 32 inclusive, Block 12.
- B Lots: Lots 26, 33 and 34, Block 12; Lots 44 through 50 inclusive, Block 22; Lots 7 through 10 inclusive, Block 24, and Lots 1 through 6 inclusive, Block 26.
- C Lots: Not applicable to the above described property.
- D Lots: Not applicable to the above described property.
- E Lots: Not applicable to the above described property.
- F Lots: Not applicable to the above described property.

4. Building Setbacks. Unless otherwise provided for in the deed to any Lot from Declarant or as determined by the Architectural Control Committee, structures and improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in Lexington Hills 8:

- Front: 20 feet, all Lots.
- Rear: 25 feet, all Lots.
- Side: 7-1/2 feet, all Lots, for 1-story structure
10 feet, all Lots, for 2-story structure.

5. Miscellaneous Provisions.

5.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

5.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

5.3 Construction; Severability; Singular-Plural; Titles.

A. Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

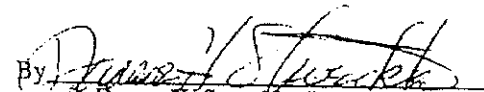
B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

D. Captions. All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

By 
Duane H. Stueckle, President

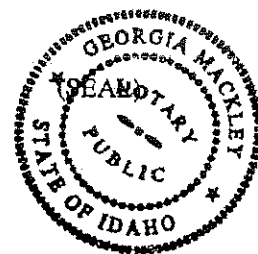
Attest:


Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 6th day of October, 1997, before me, the undersigned Notary Public in and for said State, personally appeared Duane H. Stueckle and Dennis J. Whitmore, known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meredian, Id
Commission expires: 6/22/2000

97104739

CLERK OF RECORD
J. DAVID SAWYER
BOISE ID

Lexington Hill
'97 DEC 17 AM 11 39

FEE 12⁰⁰ BY BMG
RECORDED AT THE REQUEST OF

98022127

NOTICE OF ADDITION OF TERRITORY
AND
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

FOR
LEXINGTON HILLS SUBDIVISION NO. 9

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION, (hereinafter "Supplemental Declaration") is made this 15th day of January, 1998, by LEXINGTON HILLS, INC., an Idaho corporation, hereinafter referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County of Ada, State of Idaho, which is particularly described as:

Lexington Hills Subdivision No. 9, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho, in Book 75 of Plats at pages 7805 through 7807, records of Ada County, Idaho,

which real property is hereinafter referred to as "Lexington Hills 9"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the property subject thereto as a planned development and providing for amendment thereof to annex additional parcels, including Lexington Hills 9, as part of the property subject to the Master Declaration and to include the owners of Lots in Lexington Hills 9 as members of the Association provided for in the Master Declaration; and

C. Declarant desires to add Lexington Hills 9 as part of the planned development with Lexington Hills Subdivision Nos. 1 through 8 inclusive, collectively referred to as "Lexington Hills", and the owners of lots therein as members of the Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

1. Annexation.

1.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established upon Lexington Hills 9, and every portion thereof, in furtherance of a general plan for the improvement and sale of Lots within Lexington Hills, for the purpose of protecting and enhancing the value of each Lot therein, and are further declared to be for the benefit of

Lexington Hills 9, and every part thereof, and for the benefit of each Owner of a Lot in Lexington Hills 9.

B. Lexington Hills 9, and every portion thereof, is hereby made subject to the Master Declaration except as herein modified for Lexington Hills 9 only. Lexington Hills 9, and every portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon Lexington Hills 9, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other Lot within Lexington Hills as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with Lexington Hills 9 and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Lexington Hills 9 or any portion thereof.

E. This Supplemental Declaration is recorded pursuant to Article XII of the Master Declaration and the provisions hereof shall be deemed an amendment and supplement to the Master Declaration, and may be enforced as provided for the enforcement of other provisions thereof.

2. Common Area.

"Common Area" as defined in Article II, Section 2.4, of the Master Declaration is amended to include, in addition to the lots, parcels and easements described therein, the following: Lots 49, 50, 69 and 83, Block 7, and Lot 1, Block 29, as depicted on and according to the official recorded plat for Lexington Hills Subdivision No. 9.

Lot 1, Block 29, shall be used exclusively for visitor parking and shall not be used as additional parking for residents.

Residents shall not park on any street in Lexington Hills Subdivision No. 9.

3. Classification of Lots. As required by Article VII, Section 7.1 of the Master Declaration, the Lots in Lexington Hills 9, described as numbered on the recorded plat thereof, shall be classified as follows:

- | | |
|---------|---|
| A Lots: | Not applicable to the above described property. |
| B Lots: | Not applicable to the above described property. |
| C Lots: | Not applicable to the above described property. |
| D Lots: | Not applicable to the above described property. |
| E Lots: | Lots 51 through 68 inclusive, lots 70 through 82 inclusive, and lots 84 through 86, inclusive, all in Block 7 |
| F Lots: | Not applicable to the above described property. |

4. Building Setbacks. Unless otherwise provided for in the deed to any Lot from Declarant or as determined by the Architectural Control Committee, structures and improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in Lexington Hills 9:

- | | |
|--------|--|
| Front: | 15 feet, all Lots (except with garage area and driveway, which will be 25 feet). |
|--------|--|

Rear: 25 feet, Lots 72-82, inclusive, Block 7
15 feet, all Lots except Lots 72-82, inclusive, Block 7.

Side: 5 feet, all Lots, for 1-story structure
7-1/2 feet, all Lots, for 2-story structure.

5. **Height Restriction.** Structures erected on any of Lots 72 through 82, inclusive, Block 7 of Lexington Hills 9 shall not exceed one (1) story.

6. **Miscellaneous Provisions.**

6.1 **Amendment and Duration.**

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

6.2 **Enforcement and Non-Waiver.**

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

6.3 **Construction; Severability; Singular-Plural; Titles.**

A. **Restrictions Construed Together.** All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

B. **Restrictions Severable.** Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

D. **Captions.** All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of January, 1998, before me, the undersigned Notary Public in and for said State, personally appeared Duane H. Stueckle and Dennis J. Whitmore known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Mundwiny Rd
Commission expires: 6/22/2000

ADA COUNTY RECORDER
J. DAVID HAVARRO
BOISE, IDAHO

1998 MAR 11 AM 10:57

(RECORDED / REQUEST OF)
Lexington Real Estate
FEE 1.75 DEPUTY [Signature]

1998022127

98019712

**NOTICE OF ADDITION OF TERRITORY
AND
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
LEXINGTON HILLS SUBDIVISION NO. 10**

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL DECLARATION, (hereinafter "Supplemental Declaration") is made this 15th day of January, 1998, by LEXINGTON HILLS, INC., an Idaho corporation, hereinafter referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County of Ada, State of Idaho, which is particularly described as:

Lexington Hills Subdivision No. 10, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho, in Book 75 of Plats at pages 7810 through 7811, records of Ada County, Idaho,

which real property is hereinafter referred to as "Lexington Hills 10"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the property subject thereto as a planned development and providing for amendment thereof to annex additional parcels, including Lexington Hills 10, as part of the property subject to the Master Declaration and to include the owners of Lots in Lexington Hills 10 as members of the Association provided for in the Master Declaration; and

C. Declarant desires to add Lexington Hills 10 as part of the planned development with Lexington Hills Subdivision Nos. 1 through 9 inclusive, collectively referred to as "Lexington Hills", and the owners of lots therein as members of the Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

1. Annexation.

1.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established upon Lexington Hills 10 and every portion thereof, in furtherance of a general plan for the improvement and sale of Lots within Lexington Hills, for the purpose of protecting and enhancing the value of each Lot therein, and are further declared to be for the benefit of

Lexington Hills 10, and every part thereof, and for the benefit of each Owner of a Lot in Lexington Hills 10.

B. Lexington Hills 10, and every portion thereof, is hereby made subject to the Master Declaration except as herein modified for Lexington Hills 10 only. Lexington Hills 10, and every portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon Lexington Hills 10, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other Lot within Lexington Hills as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with Lexington Hills 10 and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Lexington Hills 10 or any portion thereof.

E. This Supplemental Declaration is recorded pursuant to Article XII of the Master Declaration and the provisions hereof shall be deemed an amendment and supplement to the Master Declaration, and may be enforced as provided for the enforcement of other provisions thereof.

2. Common Area.

"Common Area" as defined in Article II, Section 2.4, of the Master Declaration is amended to include, in addition to the lots, parcels and easements described therein, the following: Lots 1, 7, 18 and 27, Block 30, and Lot 1, Block 31, as depicted on and according to the official recorded plat for Lexington Hills Subdivision No. 10.

Residents shall not park on any street in Lexington Hills Subdivision No. 10.

3. Classification of Lots. As required by Article VII, Section 7.1 of the Master Declaration, the Lots in Lexington Hills 10, described as numbered on the recorded plat thereof, shall be classified as follows:

- | | |
|---------|---|
| A Lots: | Not applicable to the above described property. |
| B Lots: | Not applicable to the above described property. |
| C Lots: | Not applicable to the above described property. |
| D Lots: | Not applicable to the above described property. |
| E Lots: | Lots 2 through 6 inclusive, lots 8 through 17 and lots 19 through 26, inclusive, all in Block 30, and Lots 2 through 5 inclusive, Block 31. |
| F Lots: | Not applicable to the above described property. |

4. Building Setbacks. Unless otherwise provided for in the deed to any Lot from Declarant or as determined by the Architectural Control Committee, structures and improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in Lexington Hills 10:

- | | |
|--------|--|
| Front: | 15 feet, all Lots (except with garage area and driveway, which will be 25 feet). |
| Rear: | 15 feet, all Lots. |

Side: 5 feet, all Lots, for 1-story structure
7-1/2 feet, all Lots, for 2-story structure.

5. Miscellaneous Provisions.

5.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

5.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

6.3 Construction; Severability; Singular-Plural; Titles.

A. Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

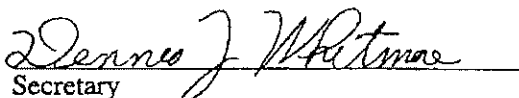
D. Captions. All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

By 
Duane H. Stueckle, President

Attest:


Secretary

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

By *Duane H. Stueckle*
Duane H. Stueckle, President

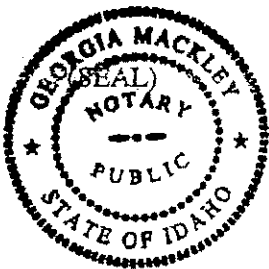
Attest:

Dennis J. Whitmore
Secretary

STATE OF IDAHO)
 : ss.
County of Ada)

On this 15th day of January, 1998, before me, the undersigned Notary Public in and for said State, personally appeared Duane H. Stueckle and Dennis J. Whitmore known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, Id
Commission expires: 6/22/2000

98019712

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

Lexington Hills
'98 MAR 4 AM 9 50
FEE 120 DE *[Signature]*
RECORDED AT THE REQUEST OF

Lexington Hills
ADA COUNTY RECORDER
DAVID NAVARRO
NOTICE OF ADDITION OF TERRITORY

RECORDED-REQUEST OF

FEE *120* *Deakin*
DEPUTY

AND 1999 JA 13 PM 3:39

99003753

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

LEXINGTON HILLS SUBDIVISION NO. 11

**THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL
DECLARATION**, (hereinafter "Supplemental Declaration") is made this 29th day of
December, 1998, by LEXINGTON HILLS, INC., an Idaho corporation, hereinafter
referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County
of Ada, State of Idaho, which is particularly described as:

Lexington Hills Subdivision No. 11, according to the official plat thereof
on file in the Office of the County Recorder of Ada County, State of
Idaho, in Book 77 of Plats at pages 8048 through 8050, records of Ada
County, Idaho,

which real property is hereinafter referred to as "Lexington Hills 11"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada
County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions
and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the
property subject thereto as a planned development and providing for amendment thereof to
annex additional parcels, including Lexington Hills 11, as part of the property subject to the
Master Declaration and to include the owners of Lots in Lexington Hills 11 as members of the
Association provided for in the Master Declaration; and

C. Declarant desires to add Lexington Hills 11 as part of the planned development
with Lexington Hills Subdivision Nos. 1 through 10 inclusive and The Rim at Lexington Hills,
collectively referred to as "Lexington Hills", and the owners of lots therein as members of the
Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

1. Annexation.

1.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established
upon Lexington Hills 11, and every portion thereof, in furtherance of a general plan for the
improvement and sale of Lots within Lexington Hills, for the purpose of protecting and

enhancing the value of each Lot therein, and are further declared to be for the benefit of Lexington Hills 11, and every part thereof, and for the benefit of each Owner of a Lot in Lexington Hills 11.

B. Lexington Hills 11, and every portion thereof, is hereby made subject to the Master Declaration except as herein modified for Lexington Hills 11 only. Lexington Hills 11, and every portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon Lexington Hills 11, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other Lot within Lexington Hills as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with the land in Lexington Hills 11 and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Lexington Hills 11 or any portion thereof.

E. This Supplemental Declaration is recorded pursuant to Article XII of the Master Declaration and the provisions hereof shall be deemed an amendment and supplement to the Master Declaration, and may be enforced as provided for the enforcement of other provisions thereof.

2. Common Area.

"Common Area" as defined in Article II, Section 2.4, of the Master Declaration is amended to include, in addition to the lots, parcels and easements described therein, the following: Lots 48, Block 12, Lot 1, Block 31, and Lot 1, Block 32, as depicted on and according to the official recorded plat for Lexington Hills Subdivision No. 11.

3. Classification of Lots. As required by Article VII, Section 7.1 of the Master Declaration, the Lots in Lexington Hills 11, described as numbered on the recorded plat thereof, shall be classified as follows:

- A Lots: Lots 37 through 40 inclusive, Lots 44 through 47 inclusive and lots 49 through 53 inclusive, all in Block 12.
- B Lots: Lots 7 through 10 inclusive, Block 28 and Lots 35, 36, 41, 42, 43, 54 and 55, Block 12.
- C Lots: Not applicable to the above described property.
- D Lots: Not applicable to the above described property.
- E Lots: Not applicable to the above described property.
- F Lots: Not applicable to the above described property.

4. Building Setbacks. Unless otherwise provided for in the deed to any Lot from Declarant or as determined by the Architectural Control Committee, structures and improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in Lexington Hills 11:

- Front: 20 feet, all Lots.
- Rear: 25 feet, all Lots
- Side: 7-1/2 feet, all Lots, for 1-story structure
12-1/2 feet, all Lots, for 2-story structure.

5. Miscellaneous Provisions.

5.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

5.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

5.3 Construction; Severability; Singular-Plural; Titles.

A. Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

D. Captions. All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

By *Duane H. Stueckle*
Duane H. Stueckle, President

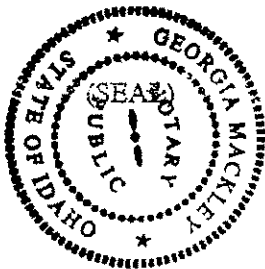
Attest:

Dennis J. Whitmore
Secretary

STATE OF IDAHO)
 : ss.
County of Ada)

On this 29th day of December, 1998, before me, the undersigned Notary Public in and for said State, personally appeared Duane H. Stueckle and Dennis J. Whitmore, known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: *Meridian, ID*
Commission expires: *6/22/2000*

Lexington Hills
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF

FEE 12.00 DEPUTY [Signature]

NOTICE OF ADDITION OF TERRITORY
1999 JAN 13 PM 3:39
AND

99003754

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

FOR

LEXINGTON HILLS SUBDIVISION NO. 12

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL
DECLARATION, (hereinafter "Supplemental Declaration") is made this 29th day of
December, 1998, by LEXINGTON HILLS, INC., an Idaho corporation, hereinafter
referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County
of Ada, State of Idaho, which is particularly described as:

Lexington Hills Subdivision No. 12, according to the official plat thereof
on file in the Office of the County Recorder of Ada County, State of
Idaho, in Book 77 of Plats at pages 8120 through 8122, records of Ada
County, Idaho,

which real property is hereinafter referred to as "Lexington Hills 12"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada
County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions
and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the
property subject thereto as a planned development and providing for amendment thereof to
annex additional parcels, including Lexington Hills 12, as part of the property subject to the
Master Declaration and to include the owners of Lots in Lexington Hills 12 as members of the
Association provided for in the Master Declaration; and

C. Declarant desires to add Lexington Hills 12 as part of the planned development
with Lexington Hills Subdivision Nos. 1 through 11 inclusive, and The Rim at Lexington Hills,
collectively referred to as "Lexington Hills", and the owners of lots therein as members of the
Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

1. Annexation.

1.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established
upon Lexington Hills 12, and every portion thereof, in furtherance of a general plan for the
improvement and sale of Lots within Lexington Hills, for the purpose of protecting and

enhancing the value of each Lot therein, and are further declared to be for the benefit of Lexington Hills 12, and every part thereof, and for the benefit of each Owner of a Lot in Lexington Hills 12.

B. Lexington Hills 12, and every portion thereof, is hereby made subject to the Master Declaration except as herein modified for Lexington Hills 12 only. Lexington Hills 12, and every portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon Lexington Hills 12, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other Lot within Lexington Hills as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with the land in Lexington Hills 12 and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Lexington Hills 12 or any portion thereof.

E. This Supplemental Declaration is recorded pursuant to Article XII of the Master Declaration and the provisions hereof shall be deemed an amendment and supplement to the Master Declaration, and may be enforced as provided for the enforcement of other provisions thereof.

2. Common Area.

"Common Area" as defined in Article II, Section 2.4, of the Master Declaration is amended to include, in addition to the lots, parcels and easements described therein, the following: Lots 63 and 70, Block 12, Lot 11, Block 28 and Lot 1, Block 33, as depicted on and according to the official recorded plat for Lexington Hills Subdivision No. 11.

3. **Classification of Lots.** As required by Article VII, Section 7.1 of the Master Declaration, the Lots in Lexington Hills 12, described as numbered on the recorded plat thereof, shall be classified as follows:

- | | |
|---------|---|
| A Lots: | Not applicable to the above described property. |
| B Lots: | Not applicable to the above described property. |
| C Lots: | Lots 12 and 13, Block 28, and lots 56 through 62 inclusive, Lots 64 through 69 inclusive and Lots 71 through 74 inclusive, all in Block 12. |
| D Lots: | Not applicable to the above described property. |
| E Lots: | Not applicable to the above described property. |
| F Lots: | Not applicable to the above described property. |

4. **Building Setbacks.** Unless otherwise provided for in the deed to any Lot from Declarant or as determined by the Architectural Control Committee, structures and improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in Lexington Hills 12:

- | | |
|--------|--|
| Front: | 20 feet, all Lots. |
| Rear: | 25 feet, all Lots. |
| Side: | 7-1/2 feet, all Lots, for 1-story structure
12-1/2 feet, all Lots, for 2-story structure. |

5. Miscellaneous Provisions.

5.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

5.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

5.3 Construction; Severability; Singular-Plural; Titles.

A. Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

D. Captions. All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

By *Duane H. Stueckle*
Duane H. Stueckle, President

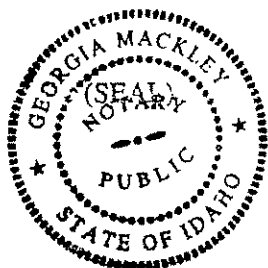
Attest:

Dennis J. Whitmore
Secretary

STATE OF IDAHO)
 : ss.
County of Ada)

On this 29th day of December, 1998, before me, the undersigned Notary Public in and for said State, personally appeared Duane H. Stueckle and Dennis J. Whitmore, known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: *Murderan Id*
Commission expires: *6/22/2000*

Lexington Hills, Inc. RECORDED - REQUEST OF
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO
FEE *124* DEPUTY *Green*

NOTICE OF ADDITION OF TERRITORY

1999 JA 13 PM 3:39

99003751

AND

1999 JA 13 PM 3:39

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

FOR

LEXINGTON HILLS EAST SUBDIVISION NO. 1

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL
DECLARATION, (hereinafter "Supplemental Declaration") is made this 29th day of
December, 1998, by LEXINGTON HILLS, INC., an Idaho corporation, hereinafter
referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County
of Ada, State of Idaho, which is particularly described as:

Lexington Hills East Subdivision, according to the official plat thereof on
file in the Office of the County Recorder of Ada County, State of Idaho, in
Book 77 of Plats at pages 8022 through 8025, records of Ada County,
Idaho,

which real property is hereinafter referred to as "Lexington Hills East"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada
County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions
and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the
property subject thereto as a planned development and providing for amendment thereof to
annex additional parcels as part of the property subject to the Master Declaration and to include
the owners of Lots in such annexed property as members of the Association provided for in the
Master Declaration; and

C. Declarant desires to add Lexington Hills East as part of the planned development
with Lexington Hills Subdivision Nos. 1 through 12 inclusive and The Rim at Lexington Hills,
collectively referred to as "Lexington Hills", and the owners of lots therein as members of the
Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

1. Annexation.

1.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established
upon Lexington Hills East, and every portion thereof, in furtherance of a general plan for the
improvement and sale of Lots within Lexington Hills, for the purpose of protecting and

enhancing the value of each Lot therein, and are further declared to be for the benefit of Lexington Hills East, and every part thereof, and for the benefit of each Owner of a Lot in Lexington Hills East.

B. Lexington Hills East, and every portion thereof, is hereby made subject to the Master Declaration except as herein modified for Lexington Hills East only. Lexington Hills East, and every portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon Lexington Hills East, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other Lot within Lexington Hills as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with the land in Lexington Hills East and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Lexington Hills East or any portion thereof.

E. This Supplemental Declaration is recorded pursuant to Article XII of the Master Declaration and the provisions hereof shall be deemed an amendment and supplement to the Master Declaration, and may be enforced as provided for the enforcement of other provisions thereof.

2. Common Area.

"Common Area" as defined in Article II, Section 2.4, of the Master Declaration is amended to include, in addition to the lots, parcels and easements described therein, the following: Lot 1, Block 1, Lots 1 and 8, Block 2, Lot 1, Block 5, Lot 1, Block 6 and Lots 1 and 16, Block 7, as depicted on and according to the official recorded plat for Lexington Hills East at Lexington Subdivision.

3. Classification of Lots. As required by Article VII, Section 7.1 of the Master Declaration, the Lots in Lexington Hills East, described as numbered on the recorded plat thereof, shall be classified as follows:

- A Lots: Not applicable to the above described property.
- B Lots: Not applicable to the above described property.
- C Lots: Lots 2 through 7 inclusive and Lots 9 through 52 inclusive, Block 2, Lot 1, Block 3, Lots 1 through 5 inclusive, Block 4, and Lots 2 through 15 inclusive, Block 7.
- D Lots: Not applicable to the above described property.
- E Lots: Not applicable to the above described property.
- F Lots: Not applicable to the above described property.

4. Building Setbacks. Unless otherwise provided for in the deed to any Lot from Declarant or as determined by the Architectural Control Committee, structures and improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in Lexington Hills East:

- Front: 20 feet, all Lots.
- Rear: 35 feet, Lots 2 through 15 inclusive, Block 7.

25 feet, all other Lots.

Side: 7-1/2 feet, all Lots, for 1-story structure
12-1/2 feet, all Lots, for 2-story structure.

5. Maintenance of Storm Water Retention Basins.

The Association shall be responsible for maintenance of the storm water retention basins located on Lot 1, Block 2 and Lot 1, Block 7 of the Lexington Hills East Subdivision. Maintenance for the storm water retention basins is provided for in the "Manual for Maintenance and Operation of Storm Water Retention Basin at Lexington Hills East" attached hereto as Exhibit "A".

6. Miscellaneous Provisions.

6.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

6.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

6.3 Construction; Severability; Singular-Plural; Titles.

A. Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

D. Captions. All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

By *Duane H. Stueckle*
Duane H. Stueckle, President

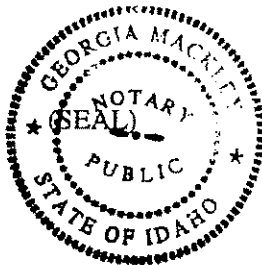
Attest:

Dennis J. Whitmore
Secretary

STATE OF IDAHO)
 : ss.
County of Ada)

On this 29th day of December, 1998, before me, the undersigned Notary Public in and for said State, personally appeared Duane H. Stueckle and Dennis J. Whitmore, known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: *Meridian, Id*
Commission expires: *6/22/2000*

ADA COUNTY RECORDER
NOTICE OF ADDITION OF TERRITORY
BOISE, IDAHO

Lexington Hills
RECORDED - REQUEST OF

FEE 12- 80.00 Sub

AND
1999 AU 26 AM 8:22

99085279

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

FOR

LEXINGTON HILLS EAST SUBDIVISION NO. 2

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL
DECLARATION, (hereinafter "Supplemental Declaration") is made this 23rd day of
August, 1999, by LEXINGTON HILLS, INC., an Idaho corporation, hereinafter
referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County
of Ada, State of Idaho, which is particularly described as:

Lexington Hills East Subdivision No. 2, according to the official plat
thereof on file in the Office of the County Recorder of Ada County, State
of Idaho, in Book 78 of Plats at pages 1316 through 1319, records of
Ada County, Idaho,

which real property is hereinafter referred to as "Lexington Hills East No. 2"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada
County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions
and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the
property subject thereto as a planned development and providing for amendment thereof to
annex additional parcels as part of the property subject to the Master Declaration and to include
the owners of Lots in such annexed property as members of the Association provided for in the
Master Declaration; and

C. Declarant desires to add Lexington Hills East No. 2 as part of the planned
development with Lexington Hills Subdivision Nos. 1 through 12 inclusive, The Rim at
Lexington Hills and Lexington Hills East Subdivision No. 1, collectively referred to as
"Lexington Hills", and the owners of lots therein as members of the Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

1. Annexation.

1.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established
upon Lexington Hills East No. 2, and every portion thereof, in furtherance of a general plan for
the improvement and sale of Lots within Lexington Hills, for the purpose of protecting and

enhancing the value of each Lot therein, and are further declared to be for the benefit of Lexington Hills East No. 2, and every part thereof, and for the benefit of each Owner of a Lot in Lexington Hills East No. 2.

B. Lexington Hills East No. 2, and every portion thereof, is hereby made subject to the Master Declaration except as herein modified for Lexington Hills East No. 2 only. Lexington Hills East No. 2, and every portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon Lexington Hills East No. 2, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other Lot within Lexington Hills as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with the land in Lexington Hills East No. 2 and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Lexington Hills East No. 2 or any portion thereof.

E. This Supplemental Declaration is recorded pursuant to Article XII of the Master Declaration and the provisions hereof shall be deemed an amendment and supplement to the Master Declaration, and may be enforced as provided for the enforcement of other provisions thereof.

2. Common Area.

"Common Area" as defined in Article II, Section 2.4, of the Master Declaration is amended to include, in addition to the lots, parcels and easements described therein, the following: Lot 8, Block 3, and Lot 34, Block 3, as depicted on and according to the official recorded plat for Lexington Hills East Subdivision No. 2.

3. **Classification of Lots.** As required by Article VII, Section 7.1 of the Master Declaration, the Lots in Lexington Hills East No. 2, described as numbered on the recorded plat thereof, shall be classified as follows:

- | | |
|---------|---|
| A Lots: | Not applicable to the above described property. |
| B Lots: | Not applicable to the above described property. |
| C Lots: | Lots 2 through 7 inclusive, Lots 9 through 33 inclusive, and Lots 35 through 48 inclusive, Block 3, and Lots 6 through 31 inclusive, Block 4. |
| D Lots: | Not applicable to the above described property. |
| E Lots: | Not applicable to the above described property. |
| F Lots: | Not applicable to the above described property. |

4. **Building Setbacks.** Unless otherwise provided for in the deed to any Lot from Declarant or as determined by the Architectural Control Committee, structures and improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in Lexington Hills East No. 2:

- | | |
|--------|--|
| Front: | 20 feet, all Lots. |
| Rear: | 35 feet, Lots 33 and 35 through 48 inclusive, Block 3.
25 feet, all other Lots. |

Side: 7-1/2 feet, all Lots, for 1-story structure
12-1/2 feet, all Lots, for 2-story structure.

5. Maintenance of Storm Water Retention Basins.

The Association shall be responsible for maintenance of the storm water retention basins located on Lot 8, Block 3 and Lot 34, Block 3 of the Lexington Hills East Subdivision No. 2. Maintenance for the storm water retention basins is provided for in the "Manual for Maintenance and Operation of Storm Water Retention Basin at Lexington Hills East" attached hereto as Exhibit "A".

6. Miscellaneous Provisions.

6.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

6.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

6.3 Construction; Severability; Singular-Plural; Titles.

A. Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

D. Captions. All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

Attest:

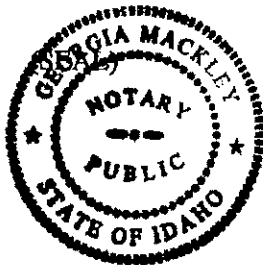
By *Duane H. Stueckle*
Duane H. Stueckle, President

Dennis J. Whitman
Secretary

STATE OF IDAHO)
 : ss.
County of Ada)

On this 23rd day of August, 1999, before me, the undersigned Notary Public in and for said State, personally appeared Duane H. Stueckle and Dennis J. Whitman, known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: *Meridian, ID*
Commission expires: *6/22/2000*

Lexington Hills Inc. RECORDED - REQUEST OF
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO
NOTICE OF ADDITION OF TERRITORY

1999 JA 13 PH 3: 39.
AND

FEE 1800 DEPUTY *Alskin*

99003752

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

FOR

LEXINGTON ON THE RIM SUBDIVISION

THIS NOTICE OF ADDITION OF TERRITORY AND SUPPLEMENTAL
DECLARATION, (hereinafter "Supplemental Declaration") is made this 29th day of
December, 1998, by LEXINGTON HILLS, INC., an Idaho corporation, hereinafter
referred to as "Declarant":

RECITALS

A. Declarant is the owner of certain real property situate in the City of Eagle, County
of Ada, State of Idaho, which is particularly described as:

Lexington on the Rim Subdivision, according to the official plat thereof
on file in the Office of the County Recorder of Ada County, State of
Idaho, in Book 77 of Plats at pages 8026 through 8027, records of Ada
County, Idaho,

which real property is hereinafter referred to as "The Rim"; and

B. On February 20, 1992, Declarant recorded in the real property records of Ada
County, Idaho, as Instrument No. 9209714, a Declaration of Covenants, Conditions, Restrictions
and Easements for Lexington Hills (hereinafter, the "Master Declaration") designating the
property subject thereto as a planned development and providing for amendment thereof to
annex additional parcels as part of the property subject to the Master Declaration and to include
the owners of Lots in such annexed property as members of the Association provided for in the
Master Declaration; and

C. Declarant desires to add The Rim as part of the planned development with
Lexington Hills Subdivision Nos. 1 through 10 inclusive, collectively referred to as "Lexington
Hills", and the owners of lots therein as members of the Association;

NOW, THEREFORE, GRANTOR HEREBY DECLARES AS FOLLOWS:

1. Annexation.

1.1 Establishment of General Plan.

A. This Supplemental Declaration and the Master Declaration are hereby established
upon The Rim, and every portion thereof, in furtherance of a general plan for the improvement
and sale of Lots within Lexington Hills, for the purpose of protecting and enhancing the value of
each Lot therein, and are further declared to be for the benefit of The Rim, and every part
thereof, and for the benefit of each Owner of a Lot in The Rim.

B. The Rim, and every portion thereof, is hereby made subject to the Master Declaration except as herein modified for The Rim only. The Rim, and every portion thereof, shall be held, conveyed, hypothecated, encumbered, leased, occupied or otherwise used, improved, or transferred, in whole or in part, subject to this Supplemental Declaration and the Master Declaration.

C. This Supplemental Declaration and the Master Declaration are hereby imposed as equitable servitudes upon The Rim, and each and every portion thereof, as a servient tenement for the benefit of the other portions thereof and of each and every other Lot within Lexington Hills as the dominant tenements.

D. This Supplemental Declaration and the Master Declaration shall run with the land in The Rim and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in The Rim or any portion thereof.

E. This Supplemental Declaration is recorded pursuant to Article XII of the Master Declaration and the provisions hereof shall be deemed an amendment and supplement to the Master Declaration, and may be enforced as provided for the enforcement of other provisions thereof.

2. Common Area.

"Common Area" as defined in Article II, Section 2.4, of the Master Declaration is amended to include, in addition to the lots, parcels and easements described therein, the following: Lots 11 and 18, Block 1, as depicted on and according to the official recorded plat for The Rim at Lexington Subdivision.

3. Classification of Lots. As required by Article VII, Section 7.1 of the Master Declaration, the Lots in The Rim, described as numbered on the recorded plat thereof, shall be classified as follows:

- A Lots: Lots 1 through 10 inclusive, Block 1; Lots 12 through 17 inclusive, Block 1; and Lots 19 through 24 inclusive, Block 1.2.
- B Lots: Not applicable to the above described property.
- C Lots: Not applicable to the above described property.
- D Lots: Not applicable to the above described property.
- E Lots: Not applicable to the above described property.
- F Lots: Not applicable to the above described property.

4. Maximum Building Height. No dwelling constructed on Lot 8, 9, 10 or 12, Block 1, shall be more than one story in height.

5. Building Setbacks. Unless otherwise provided for in the deed to any Lot from Declarant or as determined by the Architectural Control Committee, structures and improvements other than approved fencing shall not be placed within the following setbacks from the property lines of lots in The Rim:

- Front: 20 feet, all Lots.
- Rear: 25 feet, all Lots.
- Side: 7-1/2 feet, all Lots, for 1-story structure
12-1/2 feet, all Lots, for 2-story structure.

In addition, no building or structure shall be constructed on Lot 5, 6, 7, 8, 9, 10 or 12, Block 1, within thirty (30) feet of the rim (top of slope) along the Farmer's Union Canal.

6. Maintenance of Storm Water Retention Basin.

The Association shall be responsible for maintenance of the storm water retention basin located on Lot 18, Block 1 of the Rim at Lexington Subdivision. Maintenance for the storm water retention basin is provided for in the "Manual for Maintenance and Operation of Storm Water Retention Basin at the Rim at Lexington" attached hereto as Exhibit "A".

7. Miscellaneous Provisions.

7.1 Amendment and Duration.

This Supplemental Declaration may be amended or repealed at any time only by complying with the requirements of Article XIV, Section 14.2, of the Master Declaration. Unless amended or repealed as provided herein, this Supplemental Declaration shall continue and remain in full force and effect for so long as the Master Declaration remains in effect.

7.2 Enforcement and Non-Waiver.

Reference is hereby made to the provisions of Article XI of the Master Declaration, which provisions are hereby incorporated in this Supplemental Declaration by this reference as though set forth fully herein.

7.3 Construction; Severability; Singular-Plural; Titles.

A. Restrictions Construed Together. All of the provisions of this Supplemental Declaration shall be liberally construed together with the restrictions in the Master Declarations to promote and effectuate the fundamental concepts of Lexington Hills as set forth in Article I of the Master Declaration.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of this Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; the masculine, feminine or neuter shall each include the masculine, feminine or neuter.

D. Captions. All captions or titles used in this Supplemental Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration the day and year first above written.

LEXINGTON HILLS, INC., an Idaho corporation

By *Duane H. Stueckle*
Duane H. Stueckle, President

Attest:

Dennis J. Whitmore
Secretary

STATE OF IDAHO)
 : ss.
County of Ada)

On this 29th day of December, 1998, before me, the undersigned Notary Public in and for said State, personally appeared Duane H. Stueckle and Dennis J. Whitmore, known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Mendocino, Id
Commission expires: 6/22/2000

**MANUAL FOR MAINTENANCE
AND OPERATION
OF
STORM WATER RETENTION BASIN
AT
THE RIM AT LEXINGTON SUBDIVISION**

EAGLE, IDAHO

May 1998



05-20-98

ROYLANCE AND ASSOCIATES P.A.

391 W. STATE STREET, SUITE E

EAGLE, IDAHO 83616

208-939-2824

208-939-2886 FAX

Manual Purpose

This manual outlines the duties to be performed by the Lexington Hills Homeowner's Association; (the Association) and the maintenance to be performed by the Ada County Highway District (ACHD) to assure the successful continued operation of the storm drainage system that collects, transports and discharges storm run-off from The Rim at Lexington.

System Description

The storm drain system for this project consists of curb and gutter drainage, catch basins or drop inlets, sand and oil traps, seepage beds and a retention/detention pond. The storm water runoff from the subdivision streets, driveways, rooftops and other solid surfaces is collected in the street gutters and flows to a series of drop inlets and storm drain pipes within the subdivision. The approved street plans depicting the storm drainage control systems are on file at the Ada County Highway District and also available from Roylance and Associates P.A. In addition, a complete set of plans was provided to the Homeowner's Association together with this report.

In general, the Ada County Highway District will maintain all facilities in the street right-of-way. This includes periodic cleaning of the storm water drop inlets and the sand and oil traps. Generally, ACHD will not maintain any facility outside of the public right-of-way such as the retention pond located on Lot 18, Block 1 of the Rim at Lexington. The "light maintenance" for this facility must be maintained by the Lexington Hills Homeowner's Association. The "heavy maintenance" will be performed by the ACHD. This retention pond is an important component of the overall drainage scheme and failure to properly maintain the retention basin could result in local flooding.

Association Responsibilities

The maintenance area of the retention pond shall include the entire lot (Lot 18, Block 1) in which the basin is located. The retention pond should be inspected at least once every month to see that the following light maintenance items are correctly done.

MOWING

Basin areas shall be seeded or sodded and shall be mowed at least three times a month during the growing season. Grass shall be maintained at heights of two inches or less with all trimming, lawn clippings, leaves, etc. removed from the basin with each mowing. The basin shall not be reshaped or altered without the written permission of the Ada County Highway District.

ACHD Responsibilities

It is the responsibility of the Ada County Highway District to operate and maintain all storm drainage facilities located in public rights of way. They will also perform the "heavy maintenance" on the retention pond located in Lot 18, Block 1 of The Rim at Lexington Subdivision. Heavy maintenance includes the removal of built up soil or sediment in the retention pond.

RECEIVED

FEB 27 2007

DEPARTMENT OF
WATER RESOURCES

EXHIBIT B

9275294

ADA COUNTY, ID. FOR ^{BOISE} TITLE & RECORD
J. DAVID NAVARRO
RECORDER BY *Belueal*
900

WARRANTY DEED

'92 NOV 2 AM 11 04

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor,
does hereby grant, bargain, sell, and convey unto TOM REIMBOLT DESIGNER/BUILDER, INC., an IDAHO
Grantee(s), whose address is 5626 Battlement Court, Boise, Idaho 83703 / CORPORATION

the
following described real property, located in Ada County, Idaho, to wit:

Lot 1, Block 4, Lexington Hills Subdivision No. 1, according to the
official plat thereof filed in book 59 at pages 5802 through 5804, under
instrument No. 9209136, records of Ada County, Idaho, and as amended by
affidavit recorded June 30, 1992 as Instrument No. 9242703, records of Ada County, Idaho

hereinafter referred to as the "Premises."

1474000682

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it
understand that the premises are a part of the Lexington Hills Subdivision and are subject to the
Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable
Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said
Declaration; (2) he/she/they/it have received, read and understood these Declarations and that
they contain specific covenants, conditions and restrictions regarding the use of the premises and
of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations
contemplate the formation of a homeowner's association, a water company, and other local
associations, which will have powers and authorities affecting the premises and the power to
levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an
architectural control committee(s) which must approve the design and construction of all
improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this
conveyance, the Grantee(s) will advise and inform the homeowners association, the water
company and any applicable local association that they have acquired the premises described
herein and will advise and inform said associations(s) of the Grantees' current address for notice
purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure
that irrigation water on the premises is not consumed by any person or used for other culinary
purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE
EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY
SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES
(EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS)
IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND
ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE
FOREGOING NUMBERED CONDITIONS.

1474000683

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

October 30, 1992

"GRANTOR"

LEXINGTON HILLS, INC

By Bryce L. Peterson

ATTEST:

Dennis J. Whitman
Secretary

"GRANTEE"

Mayanne Alenon - Secretary
Tom Reinbolt - President

STATE OF IDAHO)

County of Ada)

On this 30th day of October, 19 92
before me, the undersigned, a Notary Public in and for said State, personally appeared BRYCE L. PETERSON and Dennis J. Whitman
known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WARRANTY DEED, Page 2

1474000684

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

(SEAL)



NOTARY PUBLIC FOR IDAHO

Residing at: Boise, Idaho

My Commission Expires: 06/17/97 7:30-93

JLC

STATE OF IDAHO)

County of Ada)

On this ____ day of _____
the undersigned, a Notary Public in and for said st
known or identified to me to be the person whos
and acknowledged to me that he/she/they executed

IN WITNESS WHEREOF, I have hereunt
day and year in this certificate first above written.

(SEAL)

NOT
Resid
My C

ACKNOWLEDGEMENT — Corporate

STATE OF IDHAO , County of ADA

On this 30TH day of OCTOBER
in the year of 1992 before me, the undersigned, a Notary
Public in and for said State, personally appeared

Tom Reinbolt and Marianne Alenson
known or identified to me to be the President
and secretary of the corporation that executed the instrument
or the person who executed the instrument on behalf of said corporation, and
acknowledged to me that such corporation executed the same

Signature: Joyce L. Currier
Name: JOYCE L. CURRIER
(type or print)

Residing at: BOISE, IDAHO
My commission expires: 7-30-93

9303136 1507001153

BOISE TITLE & ESCROW

ADAMS & ASSOCIATES, INC. FOR

J. DAVID M. ADAMS

RECORDER

BY

9.00

WARRANTY DEED

'93 FEB 1 PM 4 16

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell, and convey unto BONCO, INC., an Idaho Corporation, Grantee(s), whose address is

2417 Bank Drive # 101, Boise, Idaho 83705 the following described real property, located in Ada County, Idaho, to wit:

Lot 1, Block 5, Lexington Hills Subdivision No. 1, according to the official plat thereof filed in book 59 at pages 5802 through 5804, under instrument No. 9209136, records of Ada County, Idaho

hereinafter referred to as the "Premises."

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration; (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants, conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company, and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said associations(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

January 28, 1993

"GRANTOR"

LEXINGTON HILLS, INC.

By: [Signature]

ATTEST:

[Signature]
Secretary

"GRANTEE"

BOMCO, INC.

BY: [Signature]

STATE OF IDAHO)

County of Ada)

On this 28th day of January, 19 93
before me, the undersigned, a Notary Public in and for said State, personally appeared BRYCE L. PETERSON and Dennis J. Whitman
known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

1507001155



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

M. June Lawrence
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Idaho
My Commission Expires: 11/18/98 98 mch

STATE OF IDAHO)
County of Ada) ss.

On this _____
the undersigned, a N
known or identified
and acknowledged it

IN WITNESS:
day and year in this

ACKNOWLEDGMENT - Corporate

STATE OF Idaho County of Ada.

On this 28th day of January 1993

before me, the undersigned a Notary Public in and for said State, personally appeared

Steve Yates Vice President

of the corporation that appears on the foregoing instrument as being duly organized and existing under the laws of the State of Idaho.

My commission expires on the _____ day of _____, 1998.

M. June Lawrence
NOTARY PUBLIC

Idaho

11/18/98

before me,
in instrument

Official seal the

(SEAL)

93-19398cc

93105140

1648000007

PART OF ORIGINAL
TOO POOR TO COPY

WARRANTY DEED

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

BOISE TITLE & ESCROW

'93 DEC 13 PM 12:02

900 *Reaper*

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor,
does hereby grant, bargain, sell, and convey unto JAMES S. QUARTER, a married man,
as his sole and separate property, Grantee(s), whose address is
3940 Rock Hill Rd. Shingle Springs, CA 95682, the following described real
property, located in Ada County, Idaho, to wit:

Lot 2 in Block 9 of LEXINGTON HILLS SUBDIVISION NO. 2, according to the official
plat thereof, filed in Book 62 of Plats at Page 6152 thru 6154, records of Ada
County, Idaho.

hereinafter referred to as the "Premises."

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the
said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/
they/it understand that the premises are a part of the Lexington Hills
Subdivision and are subject to the Lexington Hills Declaration of Covenants,
Conditions and Restrictions as well as all applicable Supplemental Declarations
of Covenants, Conditions and Restrictions recorded pursuant to said Declaration;
(2) he/she/they/it have received, read and understood these Declarations and
that they contain specific covenants conditions and restrictions regarding the
use of the premises and of adjoining land areas; (3) he/she/they/it understand
that, among other things, said Declarations contemplate the formation of a
homeowner's association, a water company and other local associations, which
will have powers and authorities affecting the premises and the power to levy
assessments and impose liens; (4) he/she/they/it understand that such
Declarations create an architectural control committee(s) which must approve the
design and construction of all improvements to the premises; (5) he/she/they/it
understand and agree that upon receiving this conveyance, the Grantee(s) will
advise and inform the homeowners association, the water company and any
applicable local association that they have acquired the premises described
herein and will advise and inform said associations(s) of the Grantees' current
address for notice purposes, so long as such association exists; and (6) he/she/
they/it shall be responsible to ensure that irrigation water on the premises
is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND
ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED
CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER
SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND
ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING
NUMBERED CONDITIONS.

1648000008

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

By *Duane Stueckle*
Duane Stueckle

ATTEST:

Dennis J. Whitmore
Secretary Dennis J. Whitmore

"GRANTEE"

James S. Huarte
James S. Huarte

STATE OF IDAHO)

County of Ada)

On this 14th day of November, 19 93,
before me, the undersigned, a Notary Public in and for said State, personally appeared ~~James S. Huarte~~
~~James S. Huarte~~ Duane Stueckle and Dennis J. Whitmore
known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WARRANTY DEED, Page 2

1648000009



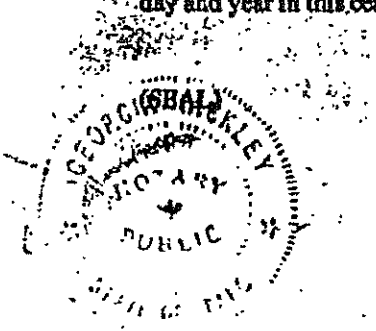
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Tina Armstrong
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, ID
My Commission Expires: 03/02/99

STATE OF IDAHO }
County of Ada }

On this 10th day of December, 19 93, before me, the undersigned, a Notary Public in and for said state, personally appeared James S. Huarte, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, ID
My Commission Expires: 6/20/99

94017552

Lexington Hills, Inc.

ADA CO. RECORDER

J. DAVID NAVARRO

BOISE ID

1684000400

'94 FEB 25 PM 1 33

WARRANTY DEED FEE 9.00 REC'D K. L. L. L.
RECORDED AT THE REQUEST OF

FOR VALUE RECEIVED, Lexington Hills, Inc., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto FENIX CONSTRUCTION, INC., Grantee(s), whose address is: 603 E. State, Eagle, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 2 IN BLOCK 11 OF LEXINGTON HILLS SUBDIVISION NO. 2,
ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN
BOOK 62 OF PLATS AT PAGES 6152 THRU 6154, RECORDS OF
ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that" (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantee's current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

**TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE
EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY
SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES
(EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY
INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED
AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER
ACCEPTING THE FOREGOING NUMBERED CONDITIONS.**

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

By: Duane Stueckle
Duane Stueckle

WITNESSES:

Dennis J. Whitmore
Secretary Dennis J. Whitmore

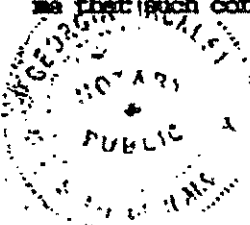
"GRANTEE"

ERINX CONSTRUCTION, INC.
Erin J. Jernig

STATE OF IDAHO

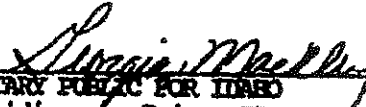
County of Ada

On this 25th day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared DUANE STUECKLE and DENNIS J. WHITMORE known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



1684000402

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


NOTARY PUBLIC FOR IDAHO
Residing at: Boise, ID
My Commission Expires: 6/20/94

STATE OF IDAHO)

:ss.

County of Ada)

On this 25th day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Trina Fenix, known or identified to me to be the President of Fenix Construction, Inc. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires: 6/20/94

94012193

Lexington Hills Inc.

ADA CO. RECORDER

J. DAVID NAVARRO

BOISE ID

1676001695

'94 FEB 9 AM 8 11
WARRANTY DEED

FEE 9.00 DEP. K. LARSEN

RECORDED AT THE REQUEST OF

FOR VALUE RECEIVED, Lexington Hills, Inc., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto HOMCO DEVELOPMENT COMPANY, INC., Grantee(s), whose address is: 2417 BANK DRIVE, SUITE 101, BOISE, ID 83705, the following described real property, located in Ada County, Idaho, to-wit:

LOT 24 IN BLOCK 7 OF LEXINGTON HILLS SUBDIVISION NO. 3,
ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN
BOOK 62 OF PLATS AT PAGES 6070 THRU 6071, RECORDS OF
ADA COUNTY, IDAHO.

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that" (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantee's current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

1676001696

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

By: Duane Stueckle
Duane Stueckle

WITNESSES:

Dennis J. Whitmore
Secretary Dennis J. Whitmore

"GRANTEE"

Steve Yglesias
Vice-President
HOMCO DEVELOPMENT COMPANY, INC.

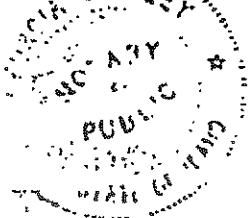
STATE OF IDAHO

County of Ada

On this 4th day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared DUANE STUECKLE and DENNIS J. WHITMORE known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

1676001697

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



Lorinda Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Id
My Commission Expires: 6/20/94

STATE OF IDAHO)

County of Ada)

On this 4th day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Yates, known or identified to me to be the Vice-President of Homco Development Company, Inc. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Lorinda Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires: 6/20/94

694-28770
PART OF ORIGINAL
TOO POOR TO COPY

94066060
BOISE TITLE & ESCROW
ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

1756000361

'94 JUL 12 PM 3 57
WARRANTY DEED 900 DEP *Rosier*
RECORDED AT THE REQUEST OF

FOR VALUE RECEIVED, Lexington Hills, Inc., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto HOMCO DEVELOPMENT COMPANY, INC., Grantee(s), whose address is: 2417 BANK DRIVE, SUITE 101, BOISE, ID 83705, the following described real property, located in Ada County, Idaho, to-wit:

LOT 26 IN BLOCK 7 OF LEXINGTON HILLS SUBDIVISION NO. 3,
ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN
BOOK 62 OF PLATS AT PAGES 6170 THRU 6171, RECORDS OF
ADA COUNTY, IDAHO.

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that" (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantee(s) current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

1756000362

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

By:

Duane Stueckle
Duane Stueckle

ATTEST:

Dennis J. Whitmore
Secretary, Dennis J. Whitmore

"GRANTEE" HOMCO DEVELOPMENT COMPANY, INC.

Steve Yates
Vice-President, Steve Yates

STATE OF IDAHO

County of Ada

On this 11th day of July, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared DUANE STUECKLE and DENNIS J. WHITMORE known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

1756000363

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Boise, ID
My Commission Expires: ~~6/22/94~~ 6/22/2000

County of Ada)

On this 11th day of July, 1994, before me, the undersigned, a Notary Public in and for said state, personally appeared Steve Yates, known or identified to me to be the Vice-President of the corporation who executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, ID
My Commission Expires: ~~6/22/94~~ 6/22/2000

94073903

94073903

ADA CO. RECORDER

J. DAVID PATTERO

BOISE ID

Lexington Hills

'94 AUG 10 AM 10 25

FEE 900 : Jackson
RECORDED AT 1768000380

WARRANTY DEED

FOR VALUE RECEIVED, Lexington Hills, Inc., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto J BAR K & ASSOCIATES, INC., Grantee(s), whose address is: 2300 S. ORCHARD, SUITE B, BOISE, ID 83705, the following described real property, located in Ada County, Idaho, to-wit:

LOT 2 IN BLOCK 16 OF LEXINGTON HILLS
SUBDIVISION NO. 4, ACCORDING TO THE OFFICIAL PLAT
THEREOF, FILED IN BOOK 62 OF PLATS AT PAGE 6269,
RECORDS OF ADA COUNTY, IDAHO.

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that" (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantee's current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

1768000381

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

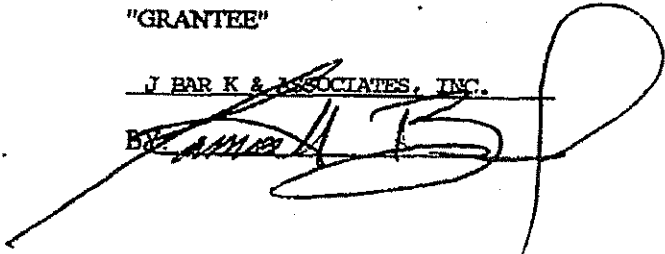
BY: 
President

ATTEST:


Secretary

"GRANTEE"

J BAR K & ASSOCIATES, INC.

BY: 

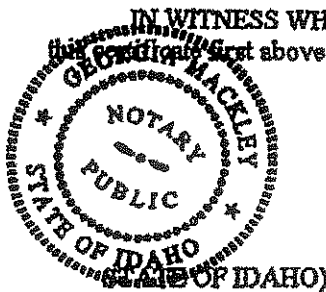
STATE OF IDAHO)

:ss.

County of Ada)

On this 9th day of August, 1994, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, and DENNIS J. WHITMORE, known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

1768000382



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

Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Id
My Commission Expires: 6/22/2000

County of Ada)
:ss.

On this 9th August day of July, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared James H. Band, known or identified to me to be the President of J BAR K & ASSOCIATES, INC. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires: 6/22/2000

96006913

ADA CO. RECORDER

J. DAVID NAVARRO

BOISE ID

Lexington Hills, Inc.

'96 JAN 26 AM 9 57

WARRANTY DEED

FEE 9.00 *S. Ham*
RECORDED AT THE REQUEST OF

FOR VALUE RECEIVED, Lexington Hills, Inc., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto Bruce G. Mager & Mary A. Cross Grantee(s), whose address is: 2327 E. Green Meadow Ct., Mer., the following described real property, located in Ada County, Idaho, to-wit: ID. 83642

LOT 1 IN BLOCK 16 OF LEXINGTON HILLS
SUBDIVISION NO. 4, ACCORDING TO THE OFFICIAL PLAT
THEREOF, FILED IN BOOK 62 OF PLATS AT PAGE 6269,
RECORDS OF ADA COUNTY, IDAHO.

hereinafter referred to as the "Premises".

1965001092

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that" (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

1985001093

IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND
ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE
FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in
fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances
except reservations, restrictions, dedications, easements, rights of way and agreements, (if any)
of record or referred to herein or appearing on the land, and general taxes and assessments,
(including irrigation and utility assessments, if any) for the current year, which are not yet due
and payable, and that it will warrant and defend the same from all other lawful claims
whatsoever.

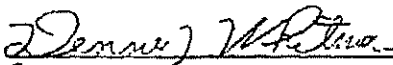
The officers who sign this deed hereby certify that this deed and the transfer represented
thereby was duly authorized under a resolution duly adopted by the Board of Directors of the
Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

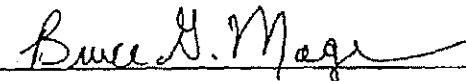
LEXINGTON HILLS, INC.

By 
President

ATTEST:


Secretary

"GRANTEE"


Bruce G. Mager

1965001091

STATE OF IDAHO)

County of Ada)

On this 26th day of January, 19 96,
before me, the undersigned, a Notary Public in and for said State, personally appeared
DUANE H. STUECKLE known or identified to me to be the President of the corporation who
executed the instrument, or the persons who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.

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



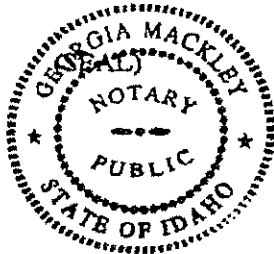
Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Mendocino Rd
My Commission Expires: 6/22/2000

STATE OF IDAHO)

County of Ada)

On this 26th day of January, 19 96, before me,
the undersigned, a Notary Public in and for said state, personally appeared
Bruce G. Mager, known or identified to me to be the person whose
name is subscribed to the within instrument and acknowledged to me that he/she/they 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.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Mendocino Rd
My Commission Expires: 6/22/2000

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF

FEE 900 DEPUTY

1998 SP -1 AM 9:04

98083883

WARRANTY DEED

FOR VALUE RECEIVED, Lexington Hills, Inc., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **SEIDL BUILDING COMPANY**, Grantee(s), whose address is: P.O. Box 2726, Boise, ID 83701 the following described real property, located in Ada County, Idaho, to-wit:

LOT 1 IN BLOCK 19 OF LEXINGTON HILLS SUBDIVISION NO. 5, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 64 OF PLATS AT PAGES 6511 THRU 6515, RECORDS OF ADA COUNTY, IDAHO.

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes.

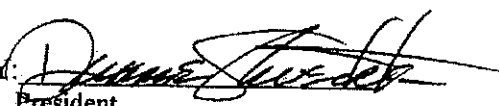
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

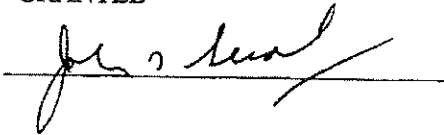
LEXINGTON HILLS, INC.

BY: 
President

Attest:



"GRANTEE"

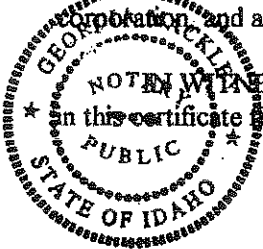


STATE OF IDAHO)

:SS.

County of Ada)

On this 28th day of August, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of LEXINGTON HILLS, INC. executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.



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

Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

STATE OF IDAHO)

:SS.

County of Ada)

On this 28th day of August, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared John Seidl, known or identified to me to be the President of SEIDL HOME COMPANY executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



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

Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

97008061
Lexington Hills Inc
ADA CL RECORDER
J. DAVID HAVARRO
BOISE ID

WARRANTY DEED

97 Feb 3 AM 8 49

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell, and convey unto HOMCO DEVELOPMENT CO., INC. Grantee(s), whose address is 1664 S. GOLDING WAY, BOISE, ID 83709, INCORPORATED AT THE REQUEST OF the following described real property, located in Ada County, Idaho, to wit:

LOT 1 IN BLOCK 20, OF LEXINGTON HILLS SUBDIVISION
NO. 3, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN
BOOK 64 OF PLATS AT PAGE 6511 THRU 6515, RECORDS OF ADA
COUNTY, IDAHO.

hereinafter referred to as the "Premises."

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever, SUBJECT TO the covenants and conditions hereinafter agreed to by Grantee(s).

Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions, Restrictions and Easements, as amended from time to time, as well as all applicable supplemental covenants recorded pursuant to said Declaration; (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants, conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an Architectural Control Committee which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise the homeowners association and any applicable local association that they have acquired the premises described herein and will inform said association(s) of the Grantees' current address, and of any changes therein, for notice purposes; (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS)

IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND
ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE
FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in
fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances
except reservations, restrictions, dedications, easements, rights of way and agreements, (if any)
of record or referred to herein or appearing on the land, and general taxes and assessments,
(including irrigation and utility assessments, if any) for the current year, which are not yet due
and payable, and that it will warrant and defend the same from all other lawful claims
whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented
thereby was duly authorized under a resolution duly adopted by the Board of Directors of the
Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

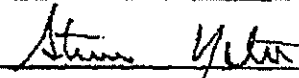
By 
President

ATTEST:


Secretary

"GRANTEE"

HOMCO DEVELOPMENT CO., INC.



STATE OF IDAHO)

County of Ada)

On this 31st day of January, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared DUANE H. STUECKLE known or identified to me to be the President of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at: Meridian, ID

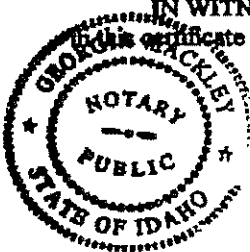
My Commission Expires: 6/22/2002

STATE OF IDAHO)

County of Ada)

On this 31st day of January, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVE YATES, known or identified to me to be the Vice-President of HOMCO DEVELOPMENT CO., INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at Meridian, ID

My Commission Expires: 6/22/2000

WARRANTY DEED, Page 3

©1997 Homco Development Co., Inc. 01/97

WARRANTY DEED

FOR VALUE RECEIVED, Lexington Hills, Inc., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **WILLIAM F. BOTT, A SINGLE PERSON**, Grantee(s), whose address is: 1763 E. Highgate Court, Eagle, ID 83616 the following described real property, located in Ada County, Idaho, to-wit:

LOT 1 IN BLOCK 23 OF LEXINGTON HILLS SUBDIVISION NO. 6, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 65 OF PLATS AT PAGES 6615 THRU 6619, RECORDS OF ADA COUNTY, IDAHO.

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

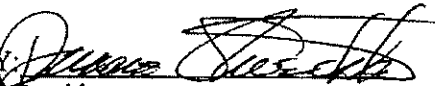
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

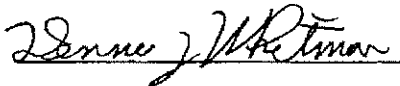
The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

BY 
President

Attest:



"GRANTEE"



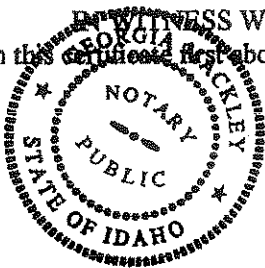
STATE OF IDAHO)

:SS.

County of Ada)

On this 8th day of January, 1998, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, and DENNIS J. WHITMORE, known or identified to me to be the President and Secretary of the corporation who executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

STATE of IDAHO)

:SS.

County of Ada)

On this 8th day of January, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM F. BOTT, known or identified 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 seal the day and year in this certificate first above written.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at MERIDIAN, ID
My Commission Expires: 6/22/2000

98002532

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

Leetington Wells
'98 JAN 13 AM 10 24

FEE 90 DEPT. BM
RECORDED AT THE REQUEST OF

BOISE ID
Lynn L. L.
'97 JAN 2 AM
FEE 9.00

'97 JAN 2 AD
FREE 900 700

FREE INFORMATION

FREE INFORMATION

FREE

FREE INFORMATION

FREE INFORMATION

FREE INFORMATION

FREE

IN ORDER TO BE
ACKNOWLEDGED BY THE
FOREGOING NUMBERED

And the said Grantor does hereby
for a simple of said premises, and
except from said premises, and
of record in the office of the
(including, irrigation, and
and payable, and from all
whatsoever.

The officer who
thereby was duly authorized
Grantor at a lawful meeting of

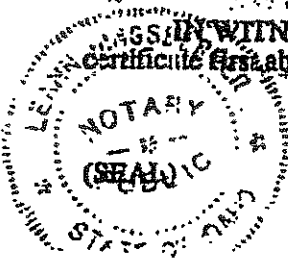
ATTEST:

Donna J. Miller
Secretary

STATE OF IDAHO

County of Ada

On this 24th day of December, 1996, before me, the undersigned, a Notary Public in and for said State of Idaho, DUANE H. STUECKLE known or identified to me to be the person who executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation or other person or persons in witness whereof, I have hereunto set my hand and seal the day and year first above written.



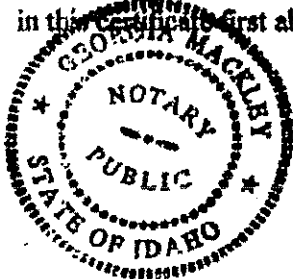
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

STATE OF IDAHO

County of Ada)

On this 27th day of December, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared DAIRLD WURTZ, known or identified to me to be the President of BOISE VALLEY CONSTRUCTION, INC. who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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



Georgia Macleay
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1999 AP 21 AM 9:00

RECORDED - REQUEST OF
Lexington Hills Inc
FEE 9.00 DEPUTY *M. Papich*

99038924

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto J BAR K & ASSOCIATES, INC., Grantee(s), whose address is: 82 E State Street, Suite F, Eagle, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 1 IN BLOCK 26 OF LEXINGTON HILLS SUBDIVISION
NO. 7, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 75 OF PLATS AT PAGES 7716 THRU 7718, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

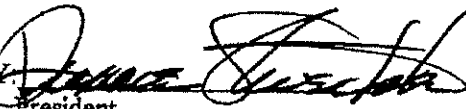
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

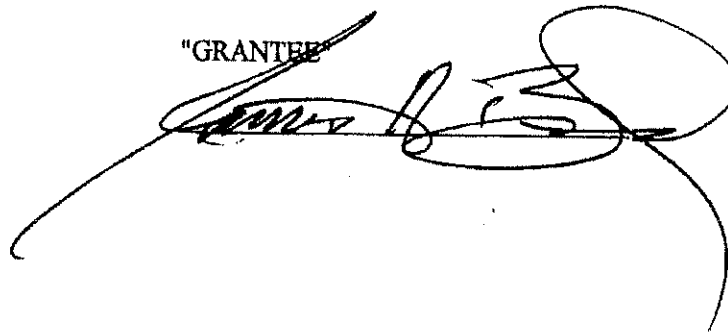
LEXINGTON HILLS, INC.

BY: 
President

Attest:

Danne J. Whitman

"GRANTEE"



STATE OF IDAHO)

:ss.

County of Ada)

On this 7th day of April, 1999, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



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

Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at: Meridian, ID

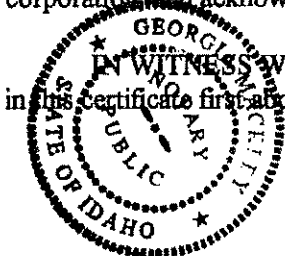
My Commission Expires: 6/22/2000

STATE OF IDAHO)

:ss.

County of Ada)

On this 7th day of April, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared James Band, known or identified to me to be the President of J BAR K & ASSOCIATES, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



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

Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at Meridian, ID

My Commission Expires: 6/22/2000

ADA COUNTY RECORDER
J. DAVID NAVARRO
IDAHO

RECORDED REQUEST OF

1998 DE 31 AM 8:56

98126524

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **MAYER CONSTRUCTION, INC.**, Grantee(s), whose address is: 128 S. Eagle Road, Suite B, Eagle, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 2 IN BLOCK 26 OF LEXINGTON HILLS SUBDIVISION
NO. 7, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 75 OF PLATS AT PAGES 7716 THRU 7718, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

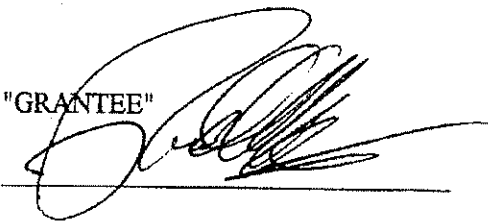
LEXINGTON HILLS, INC.

BY 
President

Attest:



"GRANTEE"



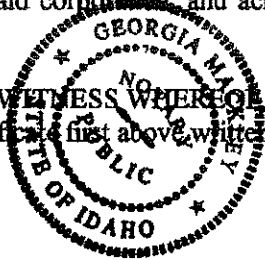
STATE OF IDAHO)

:SS.

County of Ada)

On this 23rd day of December, 1998, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

STATE OF IDAHO)

:SS.

County of Ada)

On this 23rd day of December, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Russell Mayer, known or identified to me to be the President of MAYER CONSTRUCTION, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

Lexington Hills
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 JN -5 AM 9:06

RECORDED-REQUEST OF

FEE *9.00* DEPT. *[Signature]*

98054494

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **DAVID R. HALLMEN & BRENDA L. HALLMEN, HUSBAND AND WIFE**, Grantee(s), whose address is: 1916 Belgrave Way, Eagle, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 1 IN BLOCK 28 OF LEXINGTON HILLS SUBDIVISION
NO. 8, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 75 OF PLATS AT PAGES 7719 THRU 7721, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

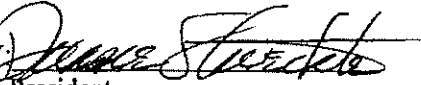
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

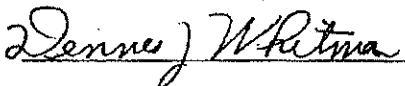
The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

BY: 
President

Attest:



"GRANTEE"



STATE OF IDAHO)

:SS.

County of Ada)

On this 1st day of June, 1998, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

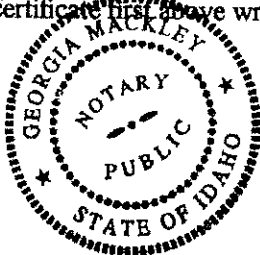
STATE of IDAHO)

:SS.

County of Ada)

On this 1st day of June, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Brenda L. Hallman, known or identified 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 seal the day and year in this certificate first above written.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at MERIDIAN, ID
My Commission Expires: 6/22/2000

Lexington Hills
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 MY -4 AM 9:11

RECORDED - REQUEST OF
FEE *Je* DEPUTY *Je*
98042285

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **GORDON SMITH HOMES, INC.**, Grantee(s), whose address is: 1810 N. LONGRIDGE PL., EAGLE, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 2 IN BLOCK 28 OF LEXINGTON HILLS SUBDIVISION
NO. 8, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 75 OF PLATS AT PAGES 7719 THRU 7721, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

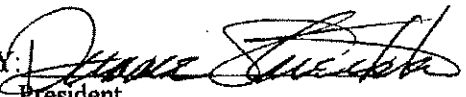
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

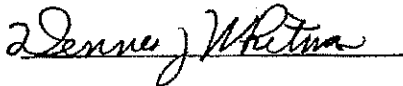
The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

BY: 
President

Attest:



"GRANTEE"

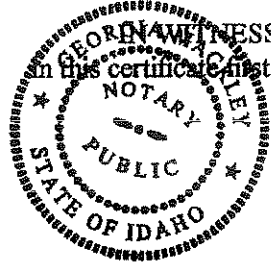


STATE OF IDAHO)

County of Ada)
:ss.

On this 30th day of April, 1998, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



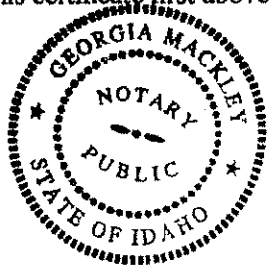
Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

STATE OF IDAHO)

County of Ada)
:ss.

On this 30th day of April, 1998, before me, the undersigned, A Notary Public in and for said State, personally appeared Lois Ann Smith known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

98019696

ADA CO. RECORDER
J. DAVID NAVARRO
BOISE ID

Lexington Hills
'98 MAR 4 AM 9 25
FEE *90* DE *1000*
RECORDED AT THE REQUEST OF

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto J BAR K & ASSOCIATES, INC., Grantee(s), whose address is: 82 E. State Street, Suite F, Eagle, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 51 IN BLOCK 7 OF LEXINGTON HILLS SUBDIVISION
NO. 9, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 75 OF PLATS AT PAGES 7805 THRU 7807, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

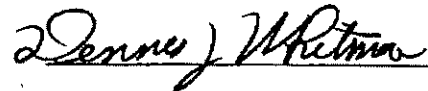
The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

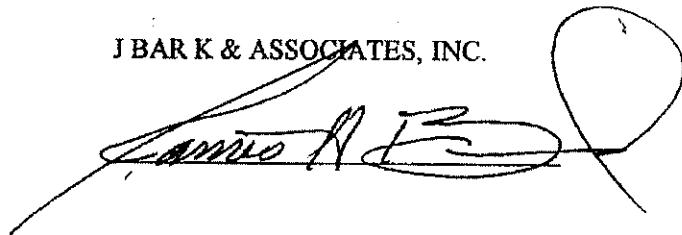
BY 
President

Attest:



"GRANTEE"

J BAR K & ASSOCIATES, INC.



STATE OF IDAHO)

:ss.

County of Ada)

On this 26th day of February, 1998, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



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

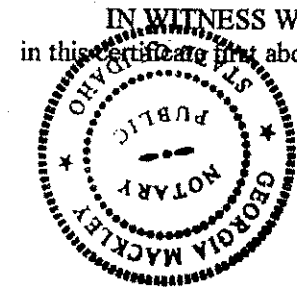
Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

STATE OF IDAHO)

:ss.

County of Ada)

On this 26th day of February, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES BAND, known or identified to me to be the President of J BAR K & ASSOCIATES, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



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

Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

Lexington Hills
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 JA -6 AM 8:53

RECORDED - REQUEST OF

FEE 9 - DEPT. 100001343

100001343

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto CROCKER BUILDING COMPANY, Grantee(s), whose address is: 8502 W. Creekrun Way, Boise, ID 83703, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 52 IN BLOCK 7 OF LEXINGTON HILLS SUBDIVISION
NO. 9, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 75 OF PLATS AT PAGES 7805 THRU 7807, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

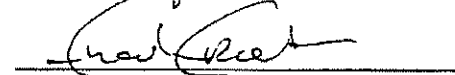
LEXINGTON HILLS, INC.

BY: 
President

Attest:



"GRANTEE"



STATE OF IDAHO)

:ss.

County of Ada)

On this 30th day of December, 1999, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

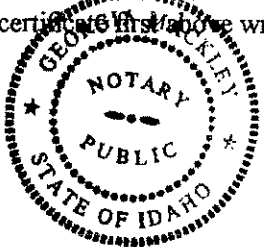
STATE OF IDAHO)

:ss.

County of Ada)

On this 30th day of December, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Chad Crocker, known or identified to me to be the President of CROCKER BUILDING COMPANY who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 AP 20 AM 8: 57

RECORDED - REQUEST OF
Lexington Hills
FEE *2.00* DEPUTY *Deputy*
98036746

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **MAYER CONSTRUCTION, INC.**, Grantee(s), whose address is: 128 S. Eagle Road, Suite B Eagle, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 2 IN BLOCK 30 OF LEXINGTON HILLS SUBDIVISION
NO. 10, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 75 OF PLATS AT PAGES 7810 THRU 7811, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

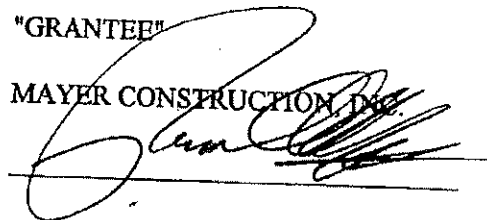
BY: 
President

Attest:



"GRANTEE"

MAYER CONSTRUCTION, INC.



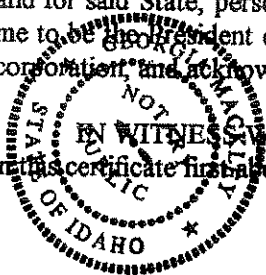
STATE OF IDAHO)

:ss.

County of Ada)

On this 15th day of April, 1998, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at: Meridian, ID

My Commission Expires: 6/22/2000

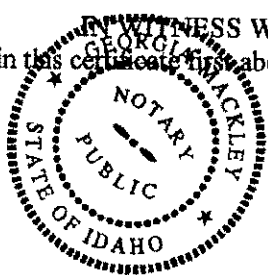
STATE OF IDAHO)

:ss.

County of Ada)

On this 15th day of April, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared RUSSELL MAYER, known or identified to me to be the President of MAYER CONSTRUCTION, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at Meridian, ID

My Commission Expires: 6/22/2000

Lexington Hills
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1998 SP -1 AM 9: 05

RECORDED-REQUEST OF

FEE *Joe* DEPUTY *[Signature]*

98083884

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **MAYER CONSTRUCTION, INC.**, Grantee(s), whose address is: 128 S. Eagle Road, Suite B Eagle, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 3 IN BLOCK 30 OF LEXINGTON HILLS SUBDIVISION
NO. 10, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 75 OF PLATS AT PAGES 7810 THRU 7811, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

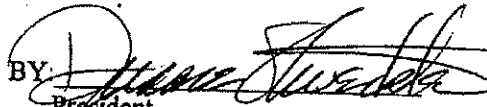
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

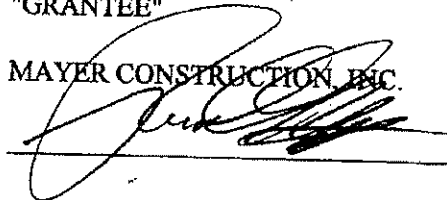
BY: 
President

Attest:



"GRANTEE"

MAYER CONSTRUCTION, INC.



STATE OF IDAHO)

:ss.

County of Ada)

On this 28th day of August, 1998, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



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

Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at: Meridian, ID

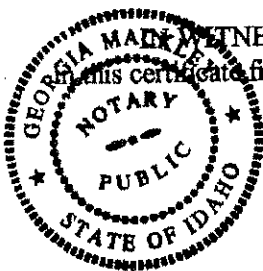
My Commission Expires: 6/22/2000

STATE OF IDAHO)

:ss.

County of Ada)

On this 28th day of August, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared RUSSELL MAYER, known or identified to me to be the President of MAYER CONSTRUCTION, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



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

Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at Meridian, ID

My Commission Expires: 6/22/2000

40
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1999 AP 14 PM 4:20

RECORDED - REQUEST OF

FIRST AMERICAN
FEE \$9.00 DEPUTY *Keeper*

99036345

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto CAMERON O. HIRST AND JULIE S. ENG, HUSBAND AND WIFE, Grantee(s), whose address is: 7548 Prince Street, Boise, ID 83704, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 7 IN BLOCK 28 OF LEXINGTON HILLS SUBDIVISION
NO. 11, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 77 OF PLATS AT PAGES 8048 THRU 8050, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

BY: 
President

Attest:



"GRANTEE"


CAMERON O. HIRST or JULIE S. ENG

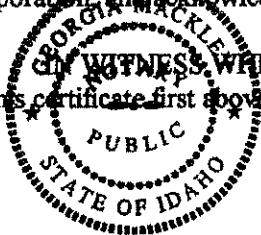
STATE OF IDAHO)

:ss.

County of Ada)

On this 2nd day of April, 1999, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

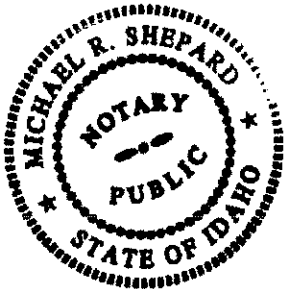
STATE of IDAHO)

:ss.

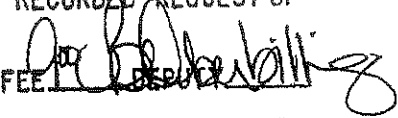
County of Ada)

On this 9th day of April, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Cameron O. Hest, known or identified 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 seal the day and year in this certificate first above written.



Michael R. Shepard
NOTARY PUBLIC FOR IDAHO
Residing at: ^{Post} MERIDIAN, ID
My Commission Expires: 6/22/2000 1/15/05

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHORECORDED - REQUEST OF
FEE  DEPUTY

1999 JA 14 PM 1:36

99003986

STEWART TITLE

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **SUSAN SLEDGE BAKER AND NORMAN LOUIS BAKER, WIFE AND HUSBAND**, Grantee(s), whose address is: 6276 N. Portsmouth, Boise, ID 83703, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 8 IN BLOCK 28 OF LEXINGTON HILLS SUBDIVISION
NO. 11, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 77 OF PLATS AT PAGES 8048 THRU 8050, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantee's current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

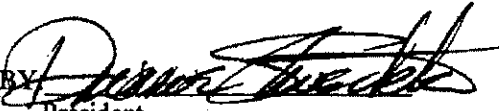
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

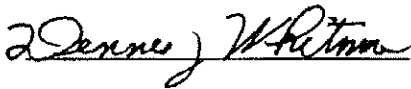
The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

BY 
President

Attest:



"GRANTEE"

NORMAN L. BAKER or SUSAN S. BAKER

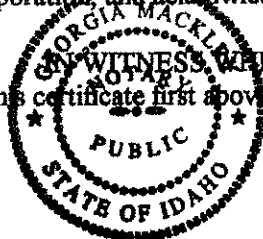
STATE OF IDAHO)

:ss.

County of Ada)

On this 13th day of January, 1999, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at: Meridian, ID

My Commission Expires: 6/22/2000

STATE of IDAHO)

:ss.

County of Ada)

On this ____ day of January, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____, known or identified 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 seal the day and year in this certificate first above written.

NOTARY PUBLIC FOR IDAHO

Residing at _____

My Commission Expires: _____

Lexington Hills
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1999 NY 27 AM 9:13

RECORDED - REQUEST OF
FEE 9- *[Signature]*
DEPT 12

99053301

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **KDOT, LLC, an Idaho Limited Liability Corporation**, Grantee(s), whose address is: 7941 W. Riflemen, Suite 105, Boise, ID 83704, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 12 IN BLOCK 28 OF LEXINGTON HILLS SUBDIVISION
NO. 12, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 77 OF PLATS AT PAGES 8120 THRU 8122, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

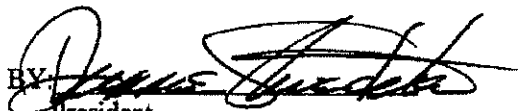
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

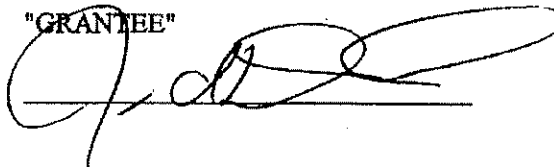
LEXINGTON HILLS, INC.

BY 
President

Attest:



"GRANTEE"



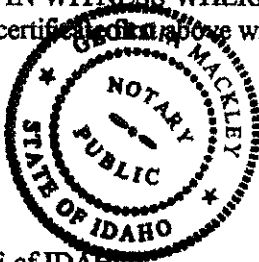
STATE OF IDAHO)

:ss.

County of Ada)

On this 14th day of May, 1999, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at: Meridian, ID

My Commission Expires: 6/22/2000

STATE of IDAHO)

:ss.

County of Ada)

On this 14th day of May, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim DiDonato, known or identified 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 seal the day and year in this certificate above written.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO

Residing at MERIDIAN, ID

My Commission Expires: 6/22/2000

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF
Lexington Hills, Inc.
FEE 9.00 DEPUTY *M. Lopez*

1999 MY 21 AM 8:47

99051194

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **KDOT, LLC, an Idaho Limited Liability Corporation**, Grantee(s), whose address is: 7941 W. Rifleman, Suite 105, Boise, ID 83704, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 13 IN BLOCK 28 OF LEXINGTON HILLS SUBDIVISION
NO. 12, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 77 OF PLATS AT PAGES 8120 THRU 8122, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

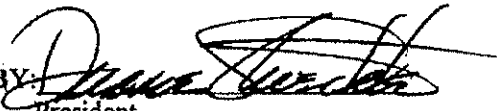
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREBUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

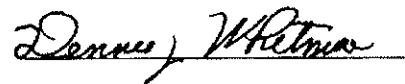
The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

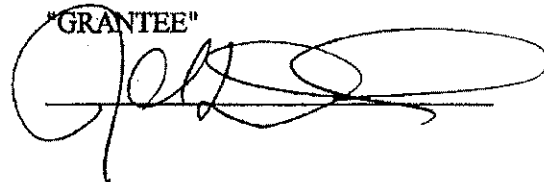
LEXINGTON HILLS, INC.

BY: 
President

Attest:



"GRANTEE"



STATE OF IDAHO)

:SS.

County of Ada)

On this 19th day of May, 1999, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



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

Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

STATE of IDAHO)

:SS.

County of Ada)

On this 19th day of May, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim DiDonato, known or identified 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 seal the day and year in this certificate first above written.

Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at MERIDIAN, ID
My Commission Expires: 6/22/2000

ADA COUNTY RECORDER
J. DAVID MAYARRO
BOISE, IDAHO

1999 APR -5 AM 9:25

RECORDED - REQUEST OF
Lexington Hills Inc
FEE *2.00* DEPUTY *J. Mayarro*
99032808

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **WILLIAM R. GUHRKE & JUDITH A. GUHRKE, HUSBAND AND WIFE**, Grantee(s), whose address is: P.O. Box 1029, Eagle, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 1 IN BLOCK 3 OF LEXINGTON HILLS EAST SUBDIVISION
NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
IN BOOK 77 OF PLATS AT PAGES 8022 THRU 8025, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

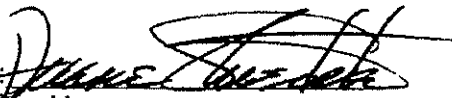
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

BY: 
President

Attest:



"GRANTEE"

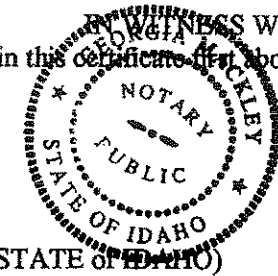

STATE OF IDAHO)

:ss.

County of Ada)

On this 31st day of March, 1999, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires 6/22/2000

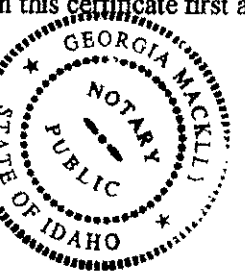
STATE OF IDAHO)

:ss.

County of Ada)

On this 31st day of March, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared William R Gohke known or identified 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 seal the day and year in this certificate first above written.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at MERIDIAN, ID
My Commission Expires: 6/22/2000

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF

FEE DEBIT

1999 JA 29 AM 9:13

99008852

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **PRESTIGE HOMES, INC.**, an Idaho Corporation, Grantee(s), whose address is: P.O. Box 104, Boise, ID 83701, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 6 IN BLOCK 7 OF LEXINGTON HILLS EAST SUBDIVISION
NO. 1, ACCORDING TO THE OFFICE PLAT THEREOF, FILED
IN BOOK 77 OF PLATS AT PAGES 8022 THRU 8025, RECORDS
OF ADA COUNTY, IDAHO; TOGETHER WITH A LANDSCAPING
EASEMENT TWENTY FEET (20') IN WIDTH LYING PARALLEL
TO AND EASTERLY OF THE MOST EASTELRY LINE OF SAID
LOT 11.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

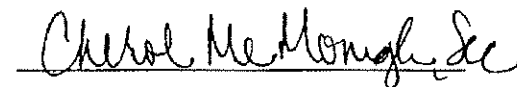
LEXINGTON HILLS, INC.

BY 
President

Attest:



"GRANTEE"



STATE OF IDAHO)

County of Ada)
:ss.

On this 27th day of January, 1999, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



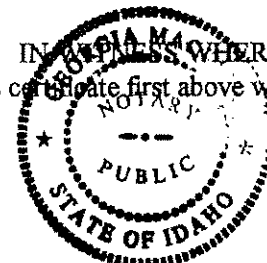
Shirley Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

STATE OF IDAHO)

County of Ada)
:ss.

On this 22nd day of January, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Cheryl McMonagle, known or identified to me to be the Secretary of PRESTIGE HOMES, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Shirley Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

Lexington Hills
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 JA -6 AM 8:53

RECORDED - REQUEST OF

FEE 9- DEPUTY

100001344

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **CLYDE J. WEBER AND URSULA K. WEBER, HUSBAND AND WIFE**, Grantee(s), whose address is: 11404 W. HICKORY LOOP DRIVE, BOISE, ID 83713 the following described real property, located in Ada County, Idaho, to-wit:

**LOT 2 IN BLOCK 3 OF LEXINGTON HILLS EAST SUBDIVISION
NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
IN BOOK 78 OF PLATS AT PAGES 8316 THRU 8319, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

WARRTYE2.WPS

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

BY:

President

Attest:

Dennis J. Whitman

"GRANTEE"

Annula K. Weber

RECORDED-REQUEST OF
ADA COUNTY RECORDER *Lexington Hills* 9.00
J. DAVID NAVARRO FEE DEPUTY *Mason*
BOISE, IDAHO
2000 JUL 31 AM 9:40 100059836

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto MACKLEY CONSTRUCTION & MANAGEMENT, INC., Grantee(s), whose address is: 340 W. State, Eagle, ID 83616 the following described real property, located in Ada County, Idaho, to-wit:

**LOT 3 IN BLOCK 3 OF LEXINGTON HILLS EAST SUBDIVISION
NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
IN BOOK 78 OF PLATS AT PAGES 8316 THRU 8319, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

WARRTYE2.WPS

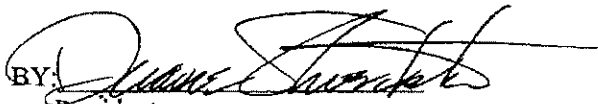
TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

BY: 
President

Attest:



"GRANTEE"



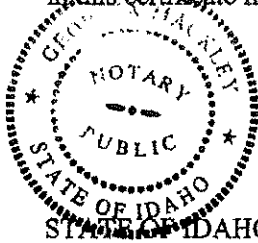
STATE OF IDAHO)

:SS.

County of Ada)

On this _____ day of JULY, 2000, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



George Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires 6/22/2006

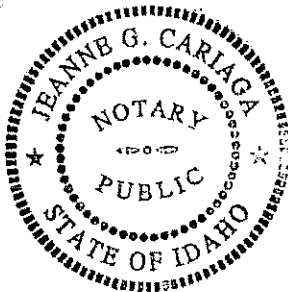
STATE OF IDAHO)

:SS.

County of Ada)

On this 19th day of JULY, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID L. MACKLEY, known or identified to me to be the President of MACKLEY CONSTRUCTION & MANAGEMENT, INC. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Jeanne G. Cariaga
NOTARY PUBLIC FOR IDAHO
Residing at Boise, ID
My Commission Expires: 8/23/2003

WARTYE2.WPS

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1999 DE 22 AM 9:15

RECORDED-REQUEST OF

FEE 9.00 DEPUTY W. H. H. H.

99121188

Lexington Hills

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto WOOLSTON CONSTRUCTION, INC., an Idaho Corporation, Grantee(s), whose address is: 2670 Jackson Ave., Emmett, ID 83617 the following described real property, located in Ada County, Idaho, to-wit:

**LOT 1 IN BLOCK 1 OF LEXINGTON ON THE RIM SUBDIVISION
NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
IN BOOK 77 OF PLATS AT PAGES 8026 THRU 8027, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

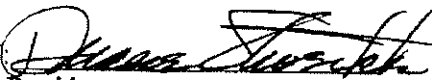
And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

"GRANTOR"

LEXINGTON HILLS, INC.

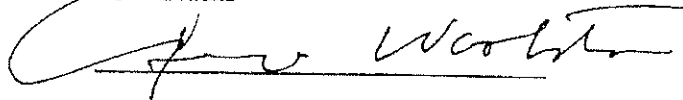
BY


President

Attest:



"GRANTEE"



WARTYE2.WPS

STATE OF IDAHO)

:SS.

County of Ada)

On this 21st day of December, 1999, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

STATE OF IDAHO)

:SS.

County of Ada)

On this 21st day of December, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE WOOLSTON, known or identified to me to be the President of WOOLSTON CONSTRUCTION, INC. executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires: 6/22/2000

WARTYRIM.WPS

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

1999 MAY 13 AM 8:35

RECORDED - REQUEST OF
Lexington Hills
FEE *9.80* DEPUTY *M. Papil*
99048289

WARRANTY DEED

FOR VALUE RECEIVED, LEXINGTON HILLS, INC., an Idaho corporation, Grantor, does hereby grant, bargain, sell and convey unto **ROD E. BREVIG AND LINDA S. BREVIG, HUSBAND AND WIFE**, an Idaho Corporation, Grantee(s), whose address is: 743 Aikens, Eagle, ID 83616, the following described real property, located in Ada County, Idaho, to-wit:

**LOT 2 IN BLOCK 1 OF LEXINGTON ON THE RIM SUBDIVISION
NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED
IN BOOK 77 OF PLATS AT PAGES 8026 THRU 8027, RECORDS
OF ADA COUNTY, IDAHO.**

hereinafter referred to as the "Premises".

TO HAVE AND TO HOLD the said premises, their appurtenances unto the said Grantee(s), its heirs, successors and assigns forever.

The Grantee(s) hereby acknowledge and attest, under oath, that: (1) he/she/they/it understand that the premises are a part of the Lexington Hills Subdivision and are subject to the Lexington Hills Declaration of Covenants, Conditions and Restrictions as well as all applicable Supplemental Declarations of Covenants, Conditions and Restrictions recorded pursuant to said Declaration, (2) he/she/they/it have received, read and understood these Declarations and that they contain specific covenants conditions and restrictions regarding the use of the premises and of adjoining land areas; (3) he/she/they/it understand that, among other things, said Declarations contemplate the formation of a homeowner's association, a water company and other local associations, which will have powers and authorities affecting the premises and the power to levy assessments and impose liens; (4) he/she/they/it understand that such Declarations create an architectural control committee(s) which must approve the design and construction of all improvements to the premises; (5) he/she/they/it understand and agree that upon receiving this conveyance, the Grantee(s) will advise and inform the homeowners association, the water company and any applicable local association that they have acquired the premises described herein and will advise and inform said association(s) of the Grantees' current address for notice purposes, so long as such association exists; and (6) he/she/they/it shall be responsible to ensure that irrigation water on the premises is not consumed by any person or used for other culinary purposes; and (7) he/she/they/it understand and agree that this conveyance is subject to Grantor's right to repurchase the property, as provided under a separate agreement between Grantor and Grantee, if the Grantee attempts to sell the property without first obtaining architectural approval for the dwelling to be constructed thereon or without timely completing construction of the dwelling in conformity with the Architectural Guidelines and the Declaration of Covenants, Conditions, Restrictions and Easements for Lexington Hills, and the conditions of approval or other requirements imposed by the Architectural Control Committee.

TO BE LEGALLY BINDING AND EFFECTIVE, THIS INSTRUMENT MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE(S) HEREUNDER. ANY SUBSEQUENT OR OTHER PURPORTED CONVEYANCE OF THE PREMISES (EXCEPTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS) IN ORDER TO BE A VALID CONVEYANCE MUST BE EXECUTED AND ACKNOWLEDGED BY THE GRANTEE DESCRIBED THEREUNDER ACCEPTING THE FOREGOING NUMBERED CONDITIONS.

And the said Grantor does hereby covenant to and with the said Grantee(s) that it is the owner in fee simple of said Premises; that said Premises are free from all liens, claims and encumbrances except reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record or referred to herein or appearing on the land, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that it will warrant and defend the same from all other lawful claims whatsoever.

The officers who sign this deed hereby certify that this deed and the transfer represented hereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

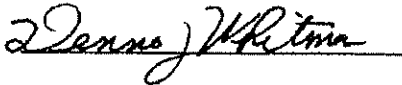
"GRANTOR"

LEXINGTON HILLS, INC.

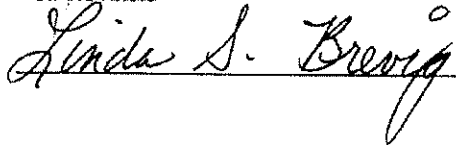
BY:


President

Attest:



"GRANTEE"



STATE OF IDAHO)

:SS.

County of Ada)

On this 7th day of May, 1999, before me, the undersigned, A Notary Public in and for said State, personally appeared DUANE H. STUECKLE, known or identified to me to be the President of the corporation who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



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

Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Meridian, ID
My Commission Expires: 6/22/2000

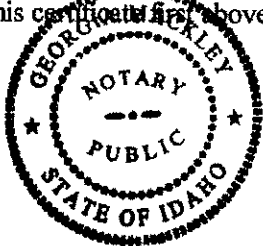
STATE of IDAHO)

:SS.

County of Ada)

On this 7th day of May, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared LINDA S. BREVIG, known or identified 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 seal the day and year in this certificate first above written.



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at MERIDIAN, ID
My Commission Expires: 6/22/2000

RECEIVED

FEB 27 2007

DEPARTMENT OF
WATER RESOURCES

EXHIBIT C

DEED

LEXINGTON HILLS, INC., an Idaho corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its offices at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 11, Block 20, and Lot 4, Block 22 of Lexington Hills Subdivision No. 6, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho, in Book 65 of Plats at pages 6615 through 6619;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 6 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 28.0 miners inches of Jacob's water and 0.75 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 6, delivered by the Farmers Union Canal Company during the irrigating season;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water and easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successors and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision, according to the plats thereof on file in the Office of the Recorder of Ada County, Idaho;

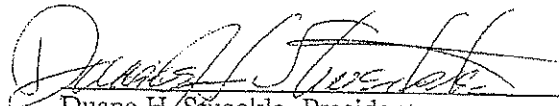
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, and the Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 6, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments, for the year 1994.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer the 17th day of May, 1994.

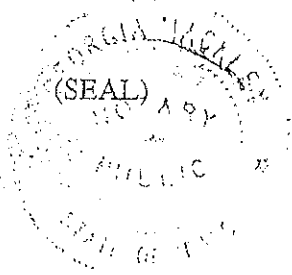
LEXINGTON HILLS, INC.


Duane H. Stueckle, President

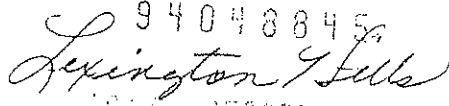
STATE OF IDAHO)
 : ss.
County of Ada)

On this 17th day of May, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of Lexington Hills, Inc., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

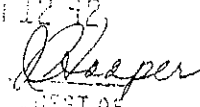



NOTARY PUBLIC FOR IDAHO
Residing at: Boise, ID
My Commission Expires: 6/20/94

94048845

RECORDER
J. DAVID GONZALEZ
BOISE ID

DEED - 2

c:\w>lex\deed\lancowners\4.wp\21894

'94 MAY 25 PM 12:42
FEE 6.00
RECORDED BY  REEST OF

94017555
Lexington Hills, Inc
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE ID

DEED

LEXINGTON HILLS, INC., an Idaho corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its offices at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lots 28 and 30, Block 7, Lot 1, Block 17, and Lot 1, Block 18 of Lexington Hills Subdivision No. 5, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho, as Instrument No. 14010822;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary adjacent to the public right-of-way, of Lots 28, 30 and 33 through 48, Block 7, Lot 1, Block 17, Lots 1 through 31, Block 18, Lots 1 through 12, Block 19, Lots 1 through 10, Block 20, Lots 1 through 8, Block 21, and Lots 1 through 3, Block 22, of Lexington Hills Subdivision No. 5, as shown on the recorded plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 17.0 miners inches of Jacob's water and 0.44 miners inch of Developed water, for purposes of irrigating the above-referenced lots in Lexington Hills Subdivision No. 5, delivered by the Farmers Union Canal Company during the irrigating season;

RESERVING UNTO GRANTOR, its successors and assigns, a nonexclusive perpetual right-of-way for transportation of water and easement ten feet in width, lying five feet on either side of the irrigation pipeline for irrigation system, including pumps, pipelines and accessories in favor of other users of the irrigation system, their successors and assigns, for delivery of irrigation water through irrigation pipelines within the Common Area of Lexington Hills Subdivision, according to the plats thereof on file in the Office of the Record of Ada County, Idaho;

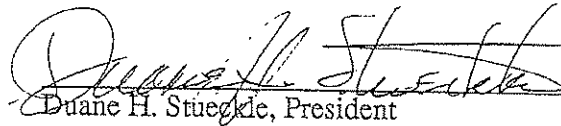
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, and the Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Portions of Lexington Hills Subdivision No. 5 ("Lexington Hills 5"), filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments, for the year 1994.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 22nd day of February, 1994.

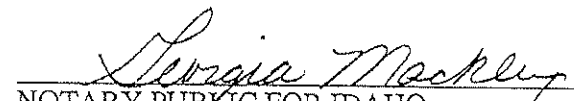
LEXINGTON HILLS, INC.


Duane H. Stueckle, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 22nd day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of Lexington Hills, Inc., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Id
My Commission Expires: 6/20/94

DEED

LEXINGTON HILLS, INC., an Idaho corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its offices at 1815 E. Stonybrook Court, Eagle, Idaho 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 1, Block 15 of Lexington Hills Subdivision No. 4, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho, in Book 62 of Plats at pages 6269 through 6271;

TOGETHER WITH a nonexclusive perpetual easement hereby granted on and over the surface of Lot 2, Block 15, of Lexington Hills Subdivision No. 4, for use and enjoyment of its members as park and open space, subject to the requirements for well lots set forth in IDAPA 16.01.8601;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 4 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 32.0 miners inches of Jacob's water and 0.85 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 4, delivered by the Farmers Union Canal Company during the irrigating season;

RESERVING unto the Grantor, its successors and assigns, a perpetual easement for installation, maintenance, repair and replacement of an underground water line over and across a 20-foot wide tract of land being a portion of Lot 1, Block 15 of Lexington Hills Subdivision No. 4, more described on Exhibit "A" attached hereto and incorporated herein by this reference;

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, and the Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 4, filed of record in the Office of the Recorder of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments, for the year 1994.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 22nd day of February, 1994.

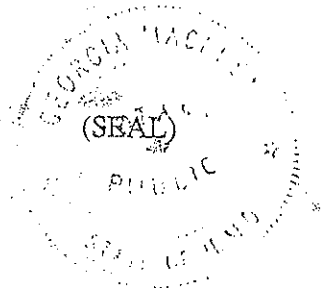
LEXINGTON HILLS, INC.

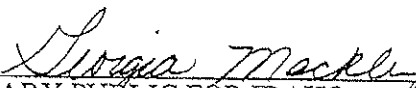

Duane H. Stueckle, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 22nd day of February, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane H. Stueckle, known or identified to me to be the President of Lexington Hills, Inc., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Id
My Commission Expires: 6/20/94

94017553

Lexington Hills Inc

ADJ. RECORDER

J. DAVID NAVARRO

BOISE ID

'94 FEB 25 PM 1 33

FEE 9.00 DEL Klaus
RECORDED AT THE REQUEST OF

July 29, 1993
Project No. 1360

Legal Description
Lexington Hills Subdivision Phase 4
20 Foot Wide Utility Easement

Commencing at a found aluminum cap monumenting the Southeast Corner of the Southwest 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, thence along the southerly line of said Southwest 1/4, said line also being the centerline of Floating Feather Road North 89°-44'-43" West a distance of 2680.44 feet to a found brass cap monumenting the Southwest Corner of said Section 3, thence leaving said southerly line and along the westerly line of said Southwest 1/4, said line also being the westerly boundary and the southerly extension thereof, of Lexington Hills Subdivision No. 1 (a recorded subdivision on file in Book 59 of Plats at Pages 5802, 5803, and 5804, Records of Ada County, Idaho) North 00°-00'-04" East a distance of 1291.25 feet to a found iron pipe, said pipe being the point of beginning of Lexington Hills Subdivision No. 4 (a recorded subdivision on file in Book 62 of Plats at Pages 6269, 6270, and 6271, Records of Ada County, Idaho). Thence continuing along the westerly line of said Southwest 1/4, said line also being the westerly boundary of said Lexington Hills Subdivision No. 4 North 00°-00'-04" East a distance of 978.52 feet to a found steel pin. Thence leaving said westerly line and along the lot line common to Lots 9 and 10, Block 15 of said Lexington Hills No. 4 North 80°-58'-00" East to a found steel pin westerly right-of-way of E. Highgate Court. Thence leaving said right-of-way North 90°-00'-00" East a distance of 40.00 feet to a found steel pin on the easterly right-of-way of E. Highgate Court, said pin being the POINT OF BEGINNING.

Thence North 64°-17'-31" East a distance of 65.62 feet to a point,
Thence along a curve to the right a distance of 20.58 feet, said curve having a radius of 50.00 feet, a central angle of 23°-34'-41" a chord bearing North 13°-58'-08" West a chord distance of 20.43 feet to a point,
Thence South 64°-17'-31" West a distance of 60.17 feet to a point on the easterly right-of-way of E. Highgate Court,
Thence along said easterly right-of-way South 00°-00'-00" East a distance of 22.20 feet to the point of beginning.

The above tract of land described contains 0.29 acres, more or less.

9328268
Suave Stueckle
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER BY *Jacobson*
900

DEED

'93 APR 20 AM 11 40

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in

Ada County, State of Idaho:

LOT 52, BLOCK 5 OF LEXINGTON HILLS SUBDIVISION NO. 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF ADA COUNTY, IDAHO, IN BOOK 62 OF PLATS AT PAGES 6170 THROUGH 6171.

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 3 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 4.50 miners inches of Jacob's water and .12 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 3 by the Farmers Union Canal Company during the irrigating season;

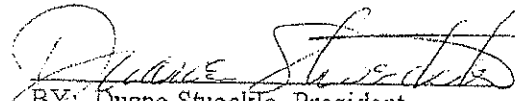
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 2, recorded February 26, 1993 as Instrument No. 9314234, and Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 3 recorded April 13, 1993 as Instrument No. 9326525, records of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 1993.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 13th day of April, 1993.

LEXINGTON HILLS, INC.


BY: Duane Stueckle, President

STATE OF IDAHO)

:ss.

County of Ada)

On this 13th day of April, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane Stueckle, known or identified to me to be the President of Lexington Hills, Inc. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires: 6/20/94

9326526

Lexington Hills,

ADA COUNTY, ID. FOR Inc.

J. DAVID NAVARRO

RECORDER BY K. Larson
9.00

DEED

'93 APR 13 AM 11 51

LEXINGTON HILLS, INC., an Idaho Corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its principal office at 1815 E. Stonybrook Court, Eagle, ID 83616, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in

Ada County, State of Idaho:

LOT 26 AND 31, BLOCK 5 OF LEXINGTON HILLS SUBDIVISION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF ADA COUNTY, IDAHO, IN BOOK 62 OF PLATS AT PAGES 6152 THROUGH 6154.

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 2 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 7.30 miners inches of Jacob's water and 0.19 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 2 by the Farmers Union Canal Company during the irrigating season;

SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714 and Notice of Addition of Territory and Supplemental Declaration of Covenants, Conditions and Restrictions for Lexington Hills Subdivision No. 2, recorded February 26, 1993 as Instrument No. 9314234, records of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments for the year 1993.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 12th day of April, 1993.

LEXINGTON HILLS, INC.


BY: Duane Stueckle, President

STATE OF IDAHO)

:ss.

County of Ada)

On this 12th day of April, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane Stueckle, known or identified to me to be the President of Lexington Hills, Inc. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Id
My Commission Expires: 6/20/94

92 30797
Re-record
ADA COUNTY, ID. FOR *Georgia Mackley*
J. DAVID HARRRO BY *Jackson*
RECORDER 900

'92 MAY 13 PM 2 44

DEED

92 30315
ADA COUNTY, ID. FOR *Georgia Mackley*
J. DAVID HARRRO BY *Jackson*
RECORDER 1500

'92 MAY 12 AM 11 43

LEXINGTON HILLS, INC., an Idaho corporation, with its principal office at 2417 Bank Drive, Suite 101, Boise, Idaho 83705, the "Grantor", hereby conveys or grants and warrants to LEXINGTON HILLS HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, with its offices at 2417 Bank Drive, Suite 101, Boise, Idaho 83705, the "Grantee", sometimes also referred to herein as the "Association", for the sum of One Dollar (\$1.00) and other valuable consideration, the following described tracts of land in Ada County, State of Idaho:

Lot 1, Block 1; Lots 1, 3 and 17, Block 2; Lot 1, Block 3; Lots 3 and 15, Block 5; Lots 1 and 16, Block 7; and Lot 1, Block 8 of Lexington Hills Subdivision No. 1, according to the official plat thereof on file in the office of the County Recorder of Ada County, Idaho, in Book 59 of Plats at pages 5802 through 5804;

TOGETHER WITH a nonexclusive perpetual easement on and over the surface of Lot 2, Block 3, of Lexington Hills Subdivision No. 1, for use and enjoyment of its members as park and open space, subject to the requirements for well lots set forth in IDAPA 16.01.8601;

TOGETHER WITH a nonexclusive easement ten (10) feet wide, inside the boundary of each Lot and Common Area of Lexington Hills Subdivision No. 1 adjacent to the right-of-way, as shown on the plat thereof, for construction, maintenance and repair of a pressurized pipe irrigation system to be owned and operated by the Association;

TOGETHER WITH 30.60 miners inches of Jacob's water and 0.81 miners inch of Developed water, for purposes of irrigating Lexington Hills Subdivision No. 1, delivered by the Farmers Union Canal Company during the irrigating season;

SUBJECT TO an easement reserved unto the Grantor, its successors and assigns for installation and maintenance of an underground water line over and across a 20-foot wide tract of

land being a portion of Lots 1 and 2, Block 3 of Lexington Hills Subdivision (a recorded subdivision on file in Book 59 of Plats, at pages 5802, 5803 and 5804, Records of Ada County, Idaho) situated in the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, said tract being 10 feet each side of the following described centerline: Commencing at a found aluminum cap monumenting the south 1/4 Corner of said Section 3, thence North 89 degrees 44' 43" West, a distance of 2680.44 feet to a found brass cap monumenting the Southwest Corner of said Section 3, thence North 33 degrees 40' 43" East a distance of 526.93 feet to a set steel pin, said pin being the radius point of said Lot 2, said point also being the POINT OF BEGINNING. Thence North 76 degrees 36' 30" East a distance of 103.96 feet to a point on the westerly right-of-way of Stonybrook Court, said point being the terminus of this description;

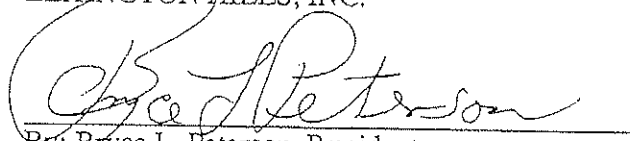
SUBJECT TO the Declaration of Covenants, Conditions and Restrictions for Lexington Hills, recorded February 20, 1992, as Instrument No. 9209714, records of Ada County, Idaho; and

SUBJECT TO other easements, covenants and encumbrances of record, and to real property taxes and assessments, including irrigation assessments, for the year 1992.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting duly held and attached by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the 7th day of May, 1992.

LEXINGTON HILLS, INC.


By: Bryce L. Peterson, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 7th day of May, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Bryce L. Peterson, known or identified to me to be the President of Lexington Hills, Inc., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Georgia Mackley
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Id.
My Commission Expires: 6/20/94

9240025
RE-RE-RECORD
ADA COUNTY, ID. FOR MACKLEY
J. DAVID NAVARRO
RECORDER BY Q. Hade
92 JUN 18 PM 2 03 900