

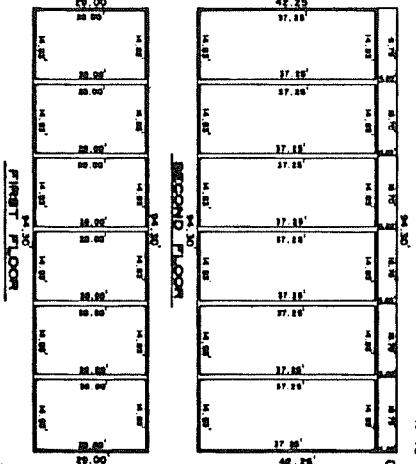
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**PORTLAND & ASSOCIATES P.A. - 1988**

Jul 14 8 13 AM '72

10.000


LOT 54, BLOCK 32, ORIGINAL NAMPA TOWNSITE



## NOTES

1. All questions have been very well defined in section 10-100 of the Confidentiality Agency Act.
2. The teacher and student with very in substance.
3. All interesting item in subjects are in 80% paper.
4. Examinee should know as listed in Answer City
5. Teacher "A" includes everything listed in subject item. It represents the primary source of the primary source.
6. This part is subject to the discretion of the Confidentiality Agency. The "LIVE" component must be based on subject matter. Source: Copyright, 1990.

### LEGEND

- 
 Labeled Component Does Not  
 Belong Here  
 User's Name:  
 Mr. P.K. Mehl  
 Friend P.K. Mehl  
 Mr. S.W. = 30' Street Pile  
 Friend S.W. Street Pile  
 Friend Street Corp  
 Property Boundary  
 User's Password:  
 Private Drive    ParityDrive

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

QK 18 May 1966

# D. R. LYNN CONDOMINIUMS

## CERTIFICATE OF OWNERS

BEFORE ALL MEN BY THESE PRESENTS: That PAUL A. and D'ARLENE Y. STUTZMAN are the owners of the real property hereinafter described:

Lot 33 and the southeast 15 feet of Lot 31, Block 62 of the Original Townsite ofampa, situated in Section 27, Township 3 North, Range 2 West, Boise Meridian,ampa, Canyon County, Idaho described as follows:

Commencing at a found brass cap monumenting the centerline intersection of 14th Avenue South and 4th Street South, thence along the centerline of said 4th Street South 545'-00" a distance of 390.00 feet to a set of iron nails at the centerline intersection of said 4th Street South and 13th Avenue South, thence leaving the centerline of said 4th Street South 545'-00" a distance of 100.00 feet to a found iron nail at the centerline of said 13th Avenue South, thence leaving the centerline of said 13th Avenue South 545'-00" a distance of 40.00 feet to a set steel pipe, said steel pipe being the REAL POINT OF BEGINNING.

Thence 545'-00" a distance of 140.00 feet to a set steel pin, Thence 545'-00" a distance of 55.00 feet to a set steel pin, Thence 545'-00" a distance of 55.00 feet to a set steel pin, Thence 545'-00" a distance of 55.00 feet to the REAL POINT OF BEGINNING.

The above described tract of land contains 0.21 acres, more or less, subject to all existing assessments and rights-of-way.

*Paul A. Stutzman*  
*D'Arlene Y. Stutzman*

## ACKNOWLEDGEMENT

STATE OF IDAHO )  
COUNTY OF CAYTON ) ss  
On this 1st day of July, A.D. 1982, before me, the undersigned, a Notary Public in and for the State of Idaho, and duly qualified and sworn to, there appeared to me the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

*Paul A. Stutzman*  
*D'Arlene Y. Stutzman*  
Notary Public for the State of Idaho  
My Commission expires August 1, 1983

## APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

Sanitary regulations of this plat are hereby deemed according to the latter to be read on file with the County Recorder or its agent listing the conditions of approval.

*Shirley B. Gies*

## CERTIFICATE OF THE COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C. 30-108, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

*Shirley B. Gies*  
*July 9, 1982*

## CERTIFICATE OF SURVEYOR

I, DAVID M. BRIDGES, do hereby certify that I am a Registered Land Surveyor, licensed by the State of Idaho, and that this plat of "D. R. LYNN CONDOMINIUMS" as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my supervision, and that this plat accurately represents the points platted thereon, and is in conformity with the State of Idaho laws relating to Plats and Surveys.

DAVID M. BRIDGES  
L.S. 3472



## CERTIFICATE OF COUNTY ENGINEER

I, the undersigned, County Engineer for Canyon County, Idaho, do hereby certify that I have checked this plat of "D. R. LYNN CONDOMINIUMS" and find it complies with the State of Idaho laws relating to Plats and Surveys.

Canyon County Engineer



## CERTIFICATE OF THE MAPA CITY ENGINEER

Accepted and approved this 7th day of July, A.D. 1982, by the Engineer of the City ofampa, Canyon County, Idaho.



## CERTIFICATE OF THE CITY OF MAPA PLANNING AND ZONING COMMISSION

Accepted and approved this 10th day of July, A.D. 1982, by the Planning and Zoning Commission of the City ofampa, Canyon County, Idaho.

*David M. Bridges*  
City Clerk

*Shirley B. Gies*  
Secretary

## CERTIFICATE OF THE CITY OF MAPA

Accepted and approved this 10th day of July, A.D. 1982, by the City ofampa, Canyon County, Idaho.

*Shirley B. Gies*  
City Clerk

*Shirley B. Gies*  
City Clerk

## COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NUMBER \_\_\_\_\_  
STATE OF IDAHO )  
COUNTY OF CAYTON ) ss  
I hereby certify that this plat of "D. R. LYNN CONDOMINIUMS" was filed at the request of \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1982, in my office and was duly recorded in book \_\_\_\_\_ of Plats at \_\_\_\_\_ and \_\_\_\_\_.

Notary

REC-Official Recorder

8K 15 PAGE 15

11-21-11 (F) SHORT PAST PROD DATE

INSTRUMENT NO. 8409476

CONDOMINIUM DECLARATION

FOR

THE D. R. LYNN BUILDING

ARTICLE I

RECITALS AND CERTAIN DEFINITIONS

Section 1.1 The Declarant. Top Flight Homes is the owner of that certain real property located in Canyon County, Idaho, and more particularly described as follows:

411 15 Ave. S., Nampa or the SW 15 feet of Lot 51 and all of Lot 53, Blk. 62, Original Townsite of Nampa, Canyon County, Idaho.

Section 1.2 Intention of the Declarant. Declarant intends to provide for condominium ownership of the Real Property pursuant to the Condominium Property Act of the State of Idaho.

Section 1.3 The Project. The term "project" shall mean the Real Property and all buildings and other improvements made at any time located on the Real Property.

Section 1.4 Type of Ownership. This condominium development will provide a means for ownership in fee simple of separate interests in Units and for co-ownership with others, as tenants in common, of Common Area, as these terms are herein defined.

Section 1.5 Association. "Association" means The D. R. Lynn Homeowners Association, its successors and assigns, organized as provided herein.

Section 1.6 Building. A Building constitutes a structure on the Real Property pursuant to this Declaration.

Section 1.7 Bylaws. The Bylaws adopted for the governance and organization of the Association and made a part of this Declaration.

Section 1.8 Common Area. All parts of the condominium project except the Units and the Solar Systems.

Section 1.9 Common Expenses. Those expenses designated as common expenses in this Declaration or in the Bylaws and the following:

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(a) All sums lawfully assessed against the Unit Owners by the Association.

(b) Expenses of administration, maintenance, repair and replacement of the Common Area, including maintenance of the common roof area under and around the Solar System.

Section 1.10 Condominium. A separate interest in a Unit together with an undivided interest in common in the Common Area (expressed as a percentage of the entire ownership interest in the Common Area) as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

Section 1.11 Condominium Map. "Condominium Map" means the Condominium Map for The D. R. Lynn Building Condominium, to be filed for record in the office of the County Recorder, consisting of a map of the surface of the grounds of the Real Property and description thereof, the location of the Building with respect to the boundaries of the property, designation of Units by Unit number, and any other information deemed necessary.

Section 1.12 Common Area. All Common Area excepting all Limited Common Area.

Section 1.13 Limited Common Area. Those parts of the Common Area reserved for use of a certain Unit to the exclusion of all the other Units and designated as Limited Common Areas in Exhibit "A" attached hereto and by this reference made a part thereof.

Section 1.14 Mortgage. Any mortgage, deed of trust or other security instrument by which a Condominium or any part thereof is encumbered.

Section 1.15 Owner. "Owner" means any person owing a Condominium.

Section 1.16 Unit. "Unit" means the separate interest in a Condominium, as bounded by the interior surfaces of the perimeter walls, ceilings, windows and doors, together with all fixtures and improvements inside, and the ground and earth beneath.

## ARTICLE II

### NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

Section 2.1 Estates of an Owner. The Project is divided into Condominiums, each consisting of a separate interest in a

D.S.  
1/6

Unit and an undivided 1/6 interest in the Common Area. Each Owner enjoys approximately the same benefits from the Common Area and should share equally in the liability.

Section 2.2 Title. Title to a Condominium may be held or owned in any manner in which title to any other real property may be held or owned in the State of Idaho.

Section 2.3 Partition not Permitted. The Common Area shall be owned in common by all Owners of Condominiums, and no Owner may bring any action for partition thereof.

Section 2.4 Owner's Right to Common Area. Subject to the limitations contained in this Declaration, each Owner shall have the nonexclusive right to use and enjoy the Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated for exclusive use by such Owner.

Section 2.5 Taxes and Assessments. Each Owner shall obtain separate real property tax assessments. If any taxes or special district or other assessments may, in the opinion of the Association, be a lien on the Project, the Association shall pay the same and assess the same to the Owner or Owners responsible. Each Owner shall pay the taxes or assessments assessed against his Condominium, or his interest in the Common Area, in proportion to his interest in the Common Area, such payments to be made to the Association at least thirty (30) days before the delinquency of such taxes or assessments. Taxes may be paid on a monthly basis if prescribed by the Association. All unpaid taxes or assessments shall bear interest at the rate of ten percent (10%) after the time the same become payable by each Owner and shall be secured by creation of a lien.

Section 2.6 Owner's Right to Interiors. Each Owner shall have exclusive right to paint, repair, tile, wax, paper or otherwise maintain and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the boundaries of the Unit and all walls, ceilings, floors, and doors within the Unit.

Section 2.7 Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches upon the Common Area, or upon an adjoining Unit or Units, an easement for such encroachment does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Units. Encroachments referred to include, but are not limited to, encroachments caused by

settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 2.8 Easements of Access for Utility Installation, Repair, Maintenance and Emergencies. Some of the Common Area and utilities are or may be located within the Units or may be conveniently accessible only through the Units, or under or over Limited Common Area. The Owners of other Units shall have irrevocable right, to be exercised by the Association as their agent, to have access to each Unit, Limited Common Area, and to all Common Area from time to time during such reasonable hours as necessary for installation, maintenance, repair or replacement, of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Area or to another Unit or Units. Damage to the interior of any part of a Unit resulting from such work at the instance of the Association or of Owners shall be an expense of all of the Owners unless expense is the result of negligence of the Owner of the Unit, then such Owner shall be financially responsible.

Section 2.9 Association's Right to Use Common Area. The Association shall have a nonexclusive easement to make such use of Common Area as may be necessary to perform the duties and functions it is obligated or permitted to perform.

Section 2.10 Declarant's Right for Construction. Declarant, or persons selected by Declarant, shall have the right to ingress and egress, to store materials and to make such other use as may be necessary to complete and develop the Project.

Section 2.11 Architectural Control and Exterior Maintenance. No building, fence, wall or other structure shall be built or maintained upon the Project nor shall any exterior addition to or change be made until the plans showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Board of Officers of the Association or by a board of three (3) or more members designated by the Board of Officers to represent them. In order to preserve a uniform exterior appearance to the Buildings, the Association may require and provide for the painting of the Buildings and Limited Common Areas and prescribe the type and color of paint, and may prohibit, require, or regulate any modification or decoration undertaken or proposed by any Owners. This power of the Association extends to screens, doors, awnings, railings, or other visible portions of each Unit and all of the Buildings. Limited Common Areas, although the use thereof may be

regulated under provisions of this Declaration, are for the sole and exclusive use of the Units for which they are reserved. Owners may not modify, paint or otherwise decorate or in any way alter their respective Limited Common Areas without prior approval of the Association.

### ARTICLE III

#### DESCRIPTION OF A CONDOMINIUM

Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium may describe that Condominium by the number shown on the Condominium Map with appropriate reference to the Condominium Map and to this Declaration as each appears on the records of the County Recorder of Canyon County, Idaho, in the following manner:

Condominium Unit "A" "B" "C" "D" "E" "F" , Lot, SW 15 ft. of Lot 51 and all of Lot 53, Blk. 62, as shown on the Condominium Map for The D. R. Lynn Building appearing in the records of Canyon County, Idaho, as Instrument No. \_\_\_\_\_, as defined and described in that Condominium Declaration for The D. R. Lynn Building recorded in the records of Canyon County, Idaho as Instrument No. \_\_\_\_\_.

Such description will be understood to describe the Unit and the Limited Common Area provided for in the Condominium Map, together with the appurtenant undivided interest in the Common Area, and includes all the rights incident to ownership of a Condominium and all the limitations on such ownership as described in this Declaration.

### ARTICLE IV

#### MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished with the consent of or at the request of the Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Condominium of any other Owner, or against any part thereof, or against any other property of any other Owner, unless such Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such consent shall be deemed to have been given by the Owner of any Condominium in the case of emergency repairs thereof. Labor performed or services or materials furnished for

the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove his Condominium or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Condominium.

## ARTICLE V

### THE ASSOCIATION

Section 5.1 Membership. The Bylaws of The D. R. Lynn Building are hereby made a part of this Declaration. Every Owner shall be entitled and required to be a member of the Association. An Owner shall be entitled to one membership for each Condominium owned by him. No person or entity other than an Owner may be a member of the Association.

## ARTICLE VI

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 6.1 The Management Body. The Association is hereby designated to be the management body and shall administer the Project in accordance with the Bylaws of the Association and the provisions of this Declaration.

Section 6.2 The Common Area. The Association shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. Each Owner of a Condominium Unit shall keep the Limited Common Area designated for use in connection with his Unit in a clean, sanitary and attractive condition and shall maintain and repair the heating and cooling equipment serving his Unit exclusively. The Association shall be responsible for the maintenance and repair of exterior surfaces of the Building and improvements located on the Project, including painting as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs and all other improvements or materials located within or used in connection with the Common Area. The Association shall maintain in a proper manner all landscaping constituting part of the Common Area.

The Association shall have the right to grant easements for utility purposes and each Owner hereby appoints the Association as attorney in fact for such purposes.



Section 6.3 Miscellaneous Services. The Association may obtain and pay for the services of any person it shall deem to be necessary for the proper operation of the Project.

Section 6.4 Personal Property for Common Use. The Association may acquire and hold for use and benefit of all the Owners tangible and intangible personal property and may sell or otherwise dispose of the same. A transfer of a Condominium shall transfer to the transferee ownership in such property without any reference thereto.

Section 6.5 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations permitted by law.

## ARTICLE VII

### ASSESSMENTS

Section 7.1 Agreement to Pay Assessment. Each Owner of any Condominium by the acceptance of a deed therefor, whether or not it is so expressed in the deed, shall thereby agree with each other and with the Association to pay the Association's annual assessments made by the Association for the purpose provided in this Declaration and special assessments for capital improvements and other matters as provided in this Declaration. Such Assessments shall be fixed, established and collected from time to time in the manner provided in this Article. Assessments shall commence for the month a Unit is sold to or occupied by an Owner other than the Declarant.

Section 7.2 Notice of Annual Assessments and Time for Payment Thereof. Annual assessment shall be made on an annual basis, but shall be paid monthly. Such assessments shall be due and payable in equal monthly installments on the third day of each month. Each annual assessment shall bear interest at the rate of ten percent (10%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Failure of the Association to give timely notice of any

assessment as provided herein shall not affect the liability of the Owner of any Condominium for such assessment, but the date when payment shall become due in such a case shall be deferred to a date thirty (30) days after such notice shall have been given.

Section 7.3 Lien for Assessments. All sums assessed to any Condominium pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association upon recordation of a notice of assessment as herein provided.

To create a lien for the sums assessed pursuant to this Article, the Association may prepare a written notice of assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium and a description of the Condominium. Such notice shall be signed by the Association and may be recorded in the Office of the County Recorder of Canyon County, Idaho. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale of the Association after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Idaho for the exercise of power of sale in deeds of trust or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessment against the Condominium which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the County of Canyon, Idaho real estate records upon payment of all sums secured by a lien which has been made the subject of a recorded notice of assessment.

Section 7.4 Personal Obligation of Owner. The amount of any annual or special assessment against any Condominium shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or dimi-

nish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of his Condominium.

Section 7.5 Personal Liability of Purchaser for Assessments. Subject to the provisions of this Declaration, a purchaser of a Condominium shall be jointly and severally liable with the Seller for all unpaid assessments against the Condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the Seller the amount paid by the purchaser for such assessments.

## ARTICLE VIII

### USE OF CONDOMINIUM

Section 8.1 Residential. Each Condominium shall be used for residential purposes only and no trade or business of any kind may be carried on therein. Lease or rental of a Condominium for lodging or residential purposes shall not be considered to be a violation of this covenant.

Section 8.2 Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association. Nothing shall be altered on, constructed on, or removed from the Common Area, except upon the prior written consent of the Association.

Section 8.3 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Association, but for any such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part

thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project.

Section 8.4 Animals. The Association may by rules or regulations prohibit or limit the raising, breeding or keeping of animals, livestock or poultry in any Unit or on the Common Area or any part thereof.

Section 8.5 Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association.

Section 8.6 Maintenance of Interiors. Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass, both interior and exterior, ceilings, floors and permanent fixtures and appurtenances thereto in a clean, sanitary and attractive condition, and good state of repair, and shall keep the Limited Common Area designated for use in connection with his Unit in a clean, sanitary and attractive condition, and shall keep the heating and cooling equipment and water heater serving his Unit exclusively in a good state of maintenance and repair.

Section 8.7 Structural Alterations. No alterations to any Unit shall be made that would cause structural weakness or damage, and no architectural changes, plumbing, electrical or similar work within the Common Area shall be done by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit.

## ARTICLE IX

### INSURANCE

Section 9.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times, the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

A. Casualty Insurance. If reasonably available, the Association shall obtain insurance on the Project in such

amounts as shall provide for full replacement thereof in the event of damages or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings in the vicinity of the Project would, in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance, if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice. In the event that insurance coverage regarding casualty on condominium changes and it becomes feasible for Owners to purchase individual policies of insurance, the Association may delegate its responsibility in regard to casualty and other insurance required by this section to the individual Owners by a majority vote, said Owners to then take the place of the Association in regard thereto.

B. Public Liability and Property Damage Insurance.

The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, and activities in connection with the ownership, operation, maintenance and other use of the Project.

C. Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature as it shall deem appropriate with respect to the Project, including any personal property of the Association located thereon.

Section 9.2 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured, as trustee for the Owners, which policy or policies shall specify the interest of each Condominium Owner (Owner's name, Unit number, the appurtenant undivided interest in the Common Area), and which policy or policies shall provide a standard loss payable clause providing for payments of insurance proceeds to the Association as trustee for the Owners and for the respective first Mortgagee which from time to time shall give notice to the Association of such first Mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot

be cancelled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each Owner and to each first Mortgagee. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name the Association the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the Project.

Section 9.3 Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit by Declarant, and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by Owner, shall be the responsibility of the respective Owners.

Section 9.4 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the Project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proportionate to their interest in the Project equivalent to the amount each Owner paid for the Unit. Each Owner and each Mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 9.5 Owner's Own Insurance. Notwithstanding the provisions of Section 9.1 hereof, each Owner may obtain insurance at his own expense providing coverage upon his Condominium, his personal property, for his personal liability and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article. All such insurance of the Owner's Condominium shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights or subrogation.

## ARTICLE X

### AMENDMENT TO DECLARATION

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than six (6) of the Unit Owners, and thereafter by an instrument signed by not less than five (5) of the Unit Owners. Any amendment must be recorded.

## ARTICLE XI

### MISCELLANEOUS

Section 11.1 Compliance with Provisions of Declaration and By-laws of the Association. Each Owner shall comply with the provisions of this Declaration and the By-Laws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief, or both, maintainable by the Association on behalf of the Owners, or in a proper case, by an aggrieved Owner.

Section 11.2 Transfer of Declarant's Rights. Any right or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant either separately or with one or more of such rights or interest, to any person or entity.

Section 11.3 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

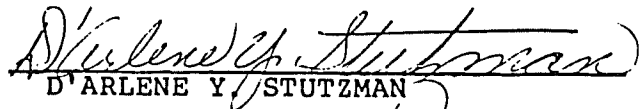
Section 11.4 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

Section 11.5 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

IN WITNESS WHEREOF, we have hereunto set our hands this ~~17th~~ day of X, 1982.

TOP FLIGHT HOMES

  
PAUL A. STUTZMAN

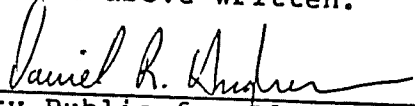
  
DARLENE Y. STUTZMAN



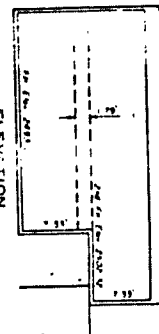
STATE OF IDAHO     )  
                              ) ss.  
County of Canyon )

On this 19th day of April, ~~1988~~ <sup>1984</sup>, before me, a Notary Public in and for said State, personally appeared PAUL A. STUTZMAN and D'ARLENE Y. STUTZMAN, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they 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  
Residence:  
Commission Expires:  
March 22, 1988

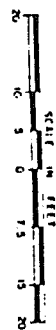
LOT 52, BLOCK 82,  
ORIGINAL NAMPA TOWNSITE



A RESUBDIVISION OF LOT 53 AND THE SOUTHWEST 15 FEET OF LOT 51, BLOCK 62 OF THE ORIGINAL TOWNSITE OF NAMPA, IDAHO, SITUATED IN SECTION 27, T.3N., R.2W.,  
B.M. NAMPA CANYON COUNTY, IDAHO

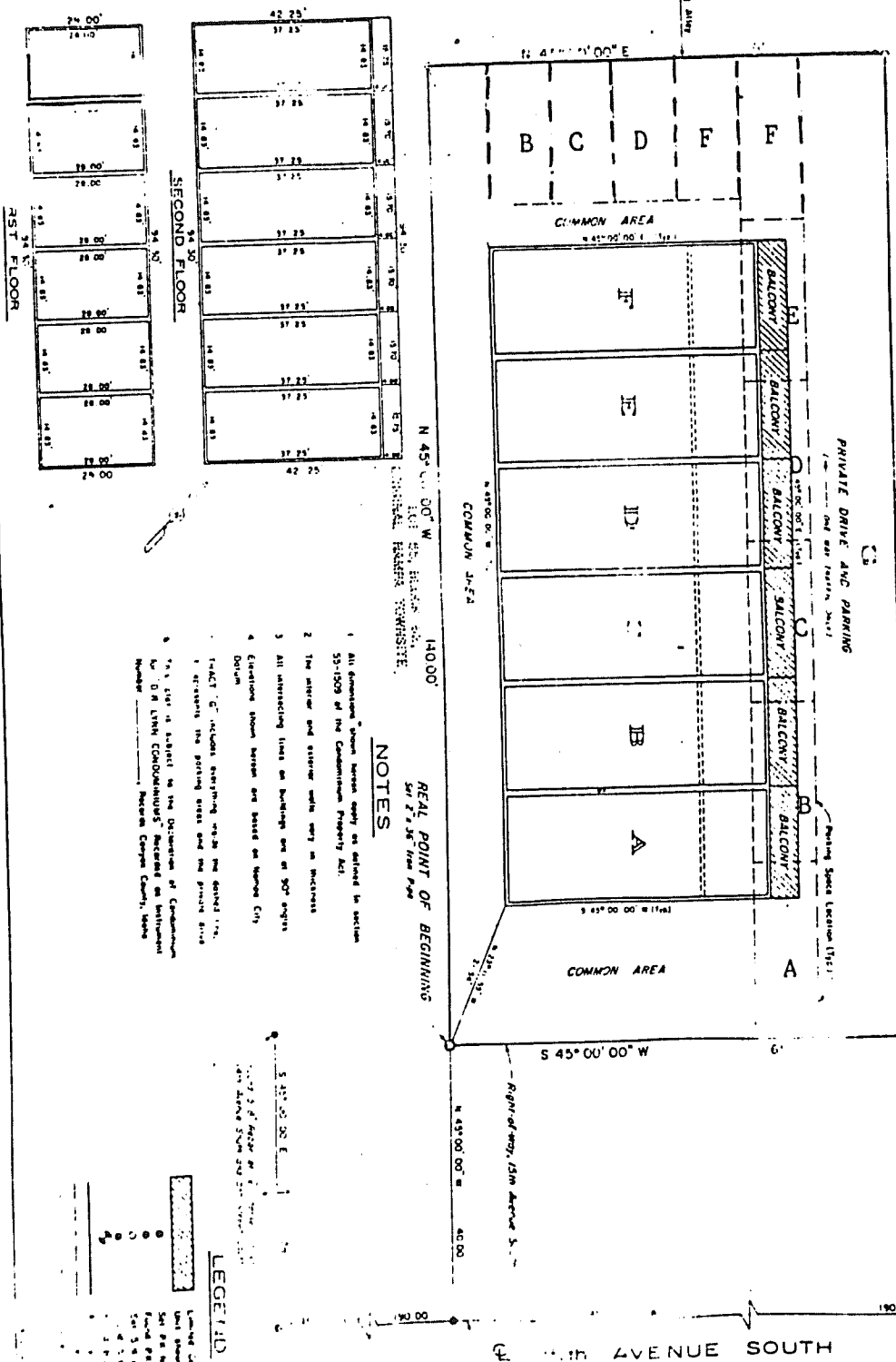
**D. LYNN CONDOMINIUMS**

ROYLANCE &amp; ASSOCIATES P.A.-1982



5.45° N. CO E 300'

Found 0.008 Coa of E. *californicus* at 1400 Avenue Santa and 400 Street Santa



## NOTES

REAL POINT OF BEGINNING

See 2-236 from page

1 All dimensions shown herein apply as defined in section 55-1509 of the Condominium Property Act.

**Net:**

[illegible]

3 All intersecting lines on buildings are at 90° angles

4 Elections shown herein are based on Nevada City

1 of 2 pages the printing order and the price

4 n. 216 is subject to the De-Barona of Canada

Recorder Canyon County, Idaho

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8409476

FILED

APR 19 3 45 PM '84

BILL A. STANLEY  
CANYON CITY, N.M.

BY C. Leitch

RECEIVED Shirley Stutzman  
TYPE Miss 34

INSTRUMENT NO. 870 7206

C-12194

not # 872 6537

AMENDED CONDOMINIUM DECLARATION FOR  
THE D.R. LYNN CONDOMINIUM NUMBER ONE

The Declaration of the D.R. Lynn Condominium Number One are amended by these Amended Bylaws of The D. R. Lynn Condominium Number One. The Amended Bylaws of the D. R. Lynn Condominium Number One are filed with the approval and consent of more than fifty percent (50%) of the voting power of the owners in the project.

ARTICLE I  
RECITALS AND DEFINITION

Section 1.1 The Declarant. Paul A. Stutzman, D'Arlene Y. Stutzman, Sandra Moore, Joseph Miller, Beverly Berges, Luella L. Simrell, and Idaho First National Bank are the owners of, or have interests in, the real property located in Canyon County, Idaho, more particularly described as follows:

411 15th. Avenue South, Nampa or the SW 15 feet of Lot 51 and all of Lot 53, Block 62, Original Townsite of Nampa, Canyon County, Idaho.

Section 1.2 Intention of the Declarant. To provide for condominium ownership of the Real Property pursuant to the Condominium Act of the State of Idaho, Idaho Code 55-1501, et seq.

Section 1.3 Type of Ownership. In fee simple of separate interests in Units and for co-ownership with others, as tenants in common, of the Common Area.

Section 1.4 Association. "Association" means the association formed by and to represent the 15th. Avenue Homeowners Association, its successors and assigns.

Section 1.5 Bylaws. The Bylaws adopted for the governance of the Association and made a part of this Declaration.

Section 1.6 Common Area. All parts of the Condominium project except the Units and the Solar Systems, excepting all limited Common Area.

Section 1.7 Common Expenses. Those expenses designated as common expenses in this Declaration or in the Bylaws and the following:

(a) All sums lawfully assessed against the Unit Owners by the Association.

(b) Expenses of administration, maintenance, repair and replacement of the Common Area, including maintenance of the common roof area under and around the Solar System.

(c) The yearly irrigation tax.

(d) The Real Taxes on the Common Area.

Section 1.8 Unit. "Unit" means the separate interest in a condominium as bounded by the interior surfaces of the perimeter walls, ceilings, windows and doors, together with all fixtures and improvements inside.

## ARTICLE 2 NATURE OF INCIDENTS OF CONDOMINIUM OWNERSHIP

Section 2.1 Estates of an Owner. Each condominium consists of a separate interest in a Unit and an undivided 1/6 interest in the Common Area.

Section 2.2 Title. Title may be held in any manner in which title to any other real property may be held in the State of Idaho.

Section 2.3 Owner's Right to Common Area. Each owner shall have the nonexclusive right to use and enjoy the Common Area.

Section 2.4 Taxes and Assessments. Each owner shall obtain separate real property tax assessments on his individual Unit.

Section 2.5 Owner's Right to Interiors. Each owner shall have exclusive right to paint, repair, tile, wax, paper or otherwise maintain and decorate the interior surfaces of the walls, ceilings, floors, windows and doors forming the boundaries of the Unit and all walls, ceilings, floors, and doors within the Unit.

Section 2.6 Easements for Encroachments. If any part of the Common Area encroaches upon a Unit or Units, an easement for such encroachment does exist. If any part of a Unit encroaches upon the Common Area or upon an adjoining Unit, an easement for such encroachment does exist. Encroachments referred to may be caused by settling, rising or shifting of the earth, etc.

Section 2.7 Association's Right to Use Common Area. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary to perform the duties it is obligated to perform.

Section 2.8 Exterior. No building, fence, wall, or other structure shall be built without the approval of the Homeowners Association Members.

Section 2.9 Pets. No pet may be housed on the Common Area nor may they deposit waste on said Common Area. No pet may constitute a nuisance to the other property owners.

### ARTICLE 3 DESCRIPTION OF A CONDOMINIUM

Every contract for the sale of a condominium and every other instrument affecting title may describe that condominium by the number shown on the Condominium Map as each appears on the records of the County Recorder of Canyon County, Idaho, in the following manner:

Condominium Unit \_\_\_\_\_ (A, B, C, D, E, F),  
411 15th. Avenue South, Nampa, Canyon County,  
Idaho or the SW 15 feet of Lot 51 and all of  
Lot 53, Block 62, Original Townsite of Nampa,  
Canyon County, Idaho according to the records  
of said County as Instrument Number 952315

### ARTICLE 4 MECHANIC'S LIEN RIGHTS

No labor performed or services or materials furnished at the request of an owner shall be the basis for the filing of a lien against the condominium or any other of its Owners. Labor performed, if duly authorized by the Association, shall be deemed to be with the express consent of each owner.

### ARTICLE 5 RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 5.1 Management Body. The Association is hereby designated to be the management body.

Section 5.2 Common Area. The Association shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition. Each owner shall maintain and repair the cooling equipment serving his Unit exclusively. The Association shall be responsible for the maintenance and repair of exterior surfaces of the building including painting, replacement of trim and caulking, the maintenance and repair of roofs and all other improvements or

materials located within or used in connection with the Common Area. The Association shall maintain in a proper manner all landscaping constituting part of the Common Area.

Section 5.3 Miscellaneous Services. The Association may obtain any pay for the services of any person it shall deem to be necessary for the proper operation of the project.

Section 5.4 Personal Property for Common Use. The Association may acquire and hold for use and benefit of all the owners tangible and intangible personal property and may sell or otherwise dispose of the same.

Section 5.5 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which rules shall be consistent with the rights and duties established in this Declaration. The Association may suspend any owner's voting rights in the Association during any period in which such owner fails to comply with such rules and regulations or with any other obligations of such owner under this Declaration. The Association may also take judicial action against any owner to enforce compliance with such rules, regulations or other obligations permitted by law.

## ARTICLE 6 ASSESSMENTS

Section 6.1 Agreement to Pay Assessment. Each owner of any condominium by the acceptance of a deed therefor, shall thereby agree with each other and with the Association to pay the Association's monthly fee for the purpose provided in this Declaration and special assessments for capital or other improvements as necessary. Assessments shall begin for the month a Unit is sold to or occupied by an owner other than the Declarant.

Section 6.2 Payment Schedule. Assessments shall be due and payable on the third day of every month and shall bear interest at the rate of ten per cent per annum from the date it becomes due and payable if not paid within 30 days after such date.

Section 6.3 Lien for Assessments. All sums assessed to any condominium pursuant to this Article, together with interest as provided herein, shall be secured by a lien on such condominium in favor of the Association upon recordation of a notice of assessment.

Section 6.4 Personal Obligation of Owner. The amount of any monthly or special assessment against any condominium shall be the personal obligation of the Owner thereof to the Asso-

ciation. No owner may avoid or diminish such personal obligation by waiver of the use of any of the Common Area or by abandonment of his condominium.

Section 6.5 Personal Liability of Purchaser for Assessments. Subject to the provisions of this Declaration, a purchaser of a condominium shall be jointly and severally liable with the seller for all unpaid assessments against the condominium up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

#### ARTICLE 7 USE OF CONDOMINIUM

Section 7.1 Residential. Each Unit shall be used for residential purposes only. Lease or rental for residential purposes shall not be considered to be a violation of this covenant.

Section 7.2 Use of Common Area. Nothing shall be stored on, altered on, constructed on, or removed from the Common Area without written consent of the Association.

Section 7.3 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or on the Common Area which would result in cancellation of insurance. Nothing shall be done or kept in any Unit or in the Common Area that would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area shall be committed by any owner or invitee of any owner, and each owner shall indemnify and hold the other harmless against all loss resulting from any such damage or waste. No noxious, destructive or offensive activity shall be carried on nor shall anything be done which may be or may become an annoyance or nuisance to any other owner or lawful resident in the project.

Section 7.4 Maintenance of Interiors. Each owner shall keep the interior of his Unit including walls, windows, glass, both interior and exterior, ceilings, floors and permanent fixtures clean, sanitary and in good repair. Each owner shall keep the heating and cooling equipment, the water heater and appliances serving his Unit exclusively in a good state of maintenance and repair.

Section 7.5 Structural Alterations. No alterations to any Unit shall be made that would cause structural damage to any other Unit or to any Common Area.



ARTICLE 8  
INSURANCE

Section 8.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times, the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

A. Casualty Insurance. If reasonably available, the Association shall obtain insurance on the project in such amounts as shall provide for full replacement thereof in the event of damages or destruction from the casualty against which such insurance is obtained, all in the manner in which a corporation owning similar multiple family residential buildings in the vicinity of the project would in the exercise of prudent business judgment, obtain such insurance. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, war risk insurance, if available and if deemed appropriate by the Association, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice. In the event that insurance coverage regarding casualty on condominium changes and it becomes feasible for owners to purchase individual policies of insurance, the Association may delegate its responsibility in regard to casualty and other insurance required by this section to the individual owners by a majority vote, said owners to then take the place of the Association in regard thereto.

B. Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for personal injuries, and activities in connection with the ownership, operation, maintenance and other use of the project.

C. Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature as it shall deem appropriate with respect to the project, including any personal property of the Association located thereon.

Section 8.2 Form. Casualty insurance shall be carried in a form or forms naming the Association the insured, as trustee for the owners, which policy or policies shall specify the interest of each condominium owner (owner's name, Unit number, the appurtenant undivided interest in the Common Area), and which policy or policies shall provide a standard loss payable clause providing for payments of insurance proceeds to the Association as trustee for the owners and for the respective first mortgagee which from time to time shall give notice to the Association of such first mortgages, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days prior written notice is first given to each owner and to each first mortgagee. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name the Association the insured, as trustee for the Owners, and shall protect each owner against liability for acts of the Association in connection with the ownership, operation, maintenance or other use of the project.

Section 8.3 Owner's Responsibility. Insurance coverage on the furnishings initially placed in the Unit by Declarant, and casualty and public liability insurance coverage within each individual Unit and for activities of the owner, not acting by the Association, with respect to the Common Area, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by owner, shall be the responsibility of the respective owners.

Section 8.4 Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the project which have been damaged and shall determine the amount of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purpose. To the extent that reconstruction is not required herein and there is a deter-

mination that the project shall not be rebuilt, each Unit owner shall receive a portion of the proceeds proportionate to their interest in the project equivalent to the amount each owner paid for the Unit. Each owner and each mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

Section 8.5 Owner's Own Insurance. Notwithstanding the provisions of Section 8.1 hereof, each owner may obtain insurance at his own expense providing coverage upon his condominium, his personal property, for his personal liability and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article. All such insurance of the owner's condominium shall waive the insurance company's right of subrogation against the Association, the other owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights or subrogation.

## ARTICLE 9 MISCELLANEOUS

Section 9.1 Compliance with Provisions of Declaration and Bylaws of Association. Each owner shall comply with the provisions of this Declaration and the Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief, or both, maintainable by the Association on behalf of the owners, or in a proper case, by an aggrieved owner.

Section 9.2 Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase or word or the application thereof in any circumstances be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration.

Section 9.3 Statute. The provisions of this Declaration shall be in addition and supplemental to the Condominium Property Act of the State of Idaho and to all other provisions of law.

Section 9.4 Previous Filing Void. The Condominium Declaration for the D. R. Lynn Condominium Number One, filed as Instrument Number 8409476 in the Canyon County Recorder's office, and the Bylaws of the D. R. Lynn Condominium Number One, filed as Instrument Number 8409477 in the Canyon County Recorder's office, and any previously recorded Condominium Declaration, are replaced by this Amended Condominium Declaration and the accompanying Amended Bylaws. The Condominium Declaration filed as

Instrument Number 8621976 and the Bylaws filed as Instrument Number 8621975, and any other previously recorded Declaration, are null and void to the extent they conflict with this Amended Declaration and the Amended Bylaws.

ARTICLE 10  
AMENDMENT TO DECLARATION

The covenants and restrictions of this Declarant shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than five (5) of the Unit owners and thereafter by an instrument signed by not less than four (4) of the Unit owners. Any amendment must be recorded.

IN WITNESS WHEREOF, we have hereunto set our hands this 13<sup>th</sup> day of March, 1986, and by doing so certify our consent to the recordation of this and other documents pursuant to the Condominium Property Act.

Dated: 3-13, 1987

Paul A. Stutzman  
Paul A. Stutzman

Dated: 3-13, 1987

D'Arlene Y. Stutzman  
D'Arlene Y. Stutzman

STATE OF IDAHO       )  
                          )    ss  
County of Canyon    )

On this 13<sup>th</sup> day of March, 1987, before me, a notary public in and for the State of Idaho, personally appeared Paul A. Stutzman and D'Arlene Y. Stutzman, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



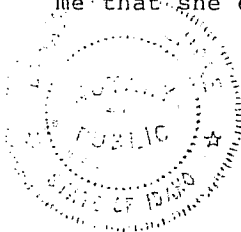
Cindy Abbott  
Notary Public for Idaho  
Residing at Boise, Idaho  
Commission Expires: 10-10-92

Dated: 4 - 3, 1987

Sandra Moore  
Sandra Moore

STATE OF IDAHO     )  
                              )     ss  
County of Ada        )

On this 3rd day of April, 1987, before me, a notary public in and for the State of Idaho, personally appeared Sandra Moore, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Marion G. Edmore

Notary Public for Idaho

Residing at Boise, Idaho

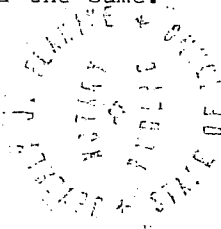
Commission Expires: 11-28-92

Dated: 3-24-, 1987

Joseph Miller  
Joseph Miller

STATE OF IDAHO     )  
                              )     ss  
County of Ada        )

On this 24 day of March, 1987, before me, a notary public in and for the State of Idaho, personally appeared Joseph Miller, 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.



Beverly J. Flahive

Notary Public for Idaho

Residing at Boise, Idaho Nampa, ID

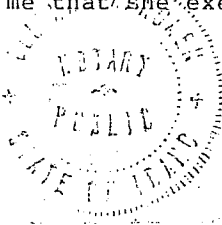
Commission Expires: 3-8-91

Dated: 3/25, 1987

Beverly Berges  
Beverly Berges  
Beverly Berges

STATE OF IDAHO )  
 ) ss  
County of Ada )

On this 25 day of March, 1987, before me, a notary public in and for the State of Idaho, personally appeared Beverly Berges, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



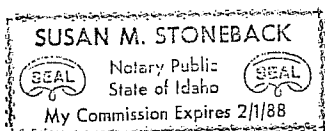
Delpha R. Van Korman  
Notary Public for Idaho  
Residing at Boise, Idaho  
Commission Expires 1996

Dated: March 19, 1987

Luella L. Simrell  
Luella L. Simrell  
Luella L. Simrell

STATE OF IDAHO )  
 ) ss  
County of Blaine )  
County of Ada )

On this 20th day of March, 1987, before me, a notary public in and for the State of Idaho, personally appeared Luella L. Simrell, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.



Susan M. Stoneback  
Notary Public for Idaho  
Residing at Boise, Idaho  
Commission Expires: 2/1/88

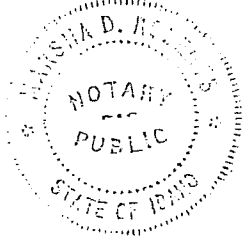
IDAHO FIRST NATIONAL BANK

Dated: March 3, 1987

By: Patricia Sereduk  
Patricia Sereduk

STATE OF IDAHO )  
                  ) ss  
County of Ada )

On this 3rd day of March, 1987, before me, a notary public in and for the State of Idaho, personally appeared Patricia Sereduk, a representative of Idaho First National Bank, and known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same on behalf of Idaho First National Bank.



Masha D. Roberts  
Notary Public for Idaho  
Residing at Boise, Idaho  
Commission Expires: 08-15-87

8726537

RECORDED

87 APR 10 10 29

BILL A. STAKER

CANYON CITY RECORDER

BY C. Smith dep

PIONEER TITLE CO

REQUIRE

TYPE Mar 2 4 00 36-16-15

- 12 -

REQUEST Bill Staker  
TYPE Mar 2 4 00 36-16-15

BY C. Smith dep  
CANYON CITY RECORDER

87 APR 6 AM 10 20

RECORDED

8707206

55 18-16 15