

DANIEL J. ENGLISH 10P I 2034128000
KOOTENAI CO. RECORDER Page 1 of 10
AAA Date 05/31/2006 Time 10:06:51
REC-REQ OF WETZEL AND WETZEL PLLC
RECORDING FEE: 30.00
2034128000 SC 9

NOTICE OF ANNEXATION
OF
STRAWBERRY FIELDS FIRST ADDITION INTO THE COVENANTS, CONDITIONS
AND RESTRICTIONS OF STRAWBERRY FIELDS
AND
AMENDMENT TO RULES AND REGULATIONS

This Annexation of STRAWBERRY FIELDS FIRST ADDITION is made this 31st day of MAY, 2006, by HAYDEN, LLC, an Idaho limited liability company, hereinafter referred to as ("Declarant"). The Declarant, by this declaration intends to annex Strawberry Fields First Addition into the Covenants, Conditions and Restrictions of Strawberry Fields and amend the Rules and Regulations for Strawberry Fields.

RECITALS

1. There exists Declaration of Covenants, Conditions and Restrictions of Strawberry Fields, recorded in the County of Kootenai, State of Idaho, on February 7, 2005, as Instrument number 1928462 (hereinafter referred to as "CC&Rs").
2. There exists Rules and Regulations of Strawberry Fields, recorded on February 7, 2005 as Instrument number 1928462, they are an integrated part of Strawberry Fields CC&Rs.
3. Strawberry Fields First Addition, (the "Property"), is a lawful subdivision of the Strawberry Fields Development more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.
4. Article XIX, of the CC&Rs of Strawberry Fields provides future Additions may be annexed into the Strawberry Fields Development. The Rules and Regulations made in accordance with the CC&Rs of Strawberry Fields and are binding on any Additions annexed thereunder.
5. Article IV, of the CC&Rs of Strawberry Fields provides for amendment to the Rules and Regulations for Strawberry Fields.
6. Declarant desires to annex Strawberry Fields First Addition under the CC&Rs of Strawberry Fields.
7. Declarant desires to amend the Rules and Regulations of Strawberry Fields.
8. Declarant desires to annex Strawberry Fields First Addition under the Rules and Regulations of Strawberry Fields.

The Declarant, the current owner, if fee or as purchaser under contract of sale, of the real property located in Kootenai County, Idaho, more particularly described on Exhibit "A" attached hereto, and by this reference is incorporated herein (hereinafter referred to as "the Property") hereby binds and encumbers all the Property known as STRAWBERRY FIELDS FIRST ADDITION under the CC&Rs and Rules and Regulations of Strawberry Fields.

Declarant further declares that the CC&Rs as well as the Rule and Regulations of Strawberry Fields, shall apply to each and every subdivision of the Property or additions thereto and to any interest in the Property that shall run with the land and shall bind the successor-in-interest purchasers, assigns, heirs and any party having acquired any right, title or interest in or to any part of the Property from Declarant until the CC&Rs and Rules and Regulations of Strawberry Fields is terminated.

The Declarant, and the Declarant's Successors, HALLMARK HOMES, INC. and VIKING CONSTRUCTION, INC., in accordance with Article IV or the CC&Rs for Strawberry Fields and Section 9, "Procedure for Amending Administrative Rules and Regulations," of the Rules and Regulations for Strawberry Fields has adopted the following amendments to the RULES AND REGULATIONS FOR STRAWBERRY FIELDS SUBDIVISION ("R&Rs") which were recorded on the 7th day of February, 2005, in Kootenai County, State of Idaho as instrument number 1928462.

Paragraph 1.14, "Landscaping" as currently written is deleted and the following paragraph 1.14, "Landscaping" shall be substituted and reads as follows:

"1.14. Landscaping. No tree on any Lot shall be removed without the permission of the Board. The Owner, the purchaser of a newly constructed home located on a Lot shall complete the landscaping required herein, within 1 year from the date of purchase unless extended by permission of the Board. The front yard area facing the street of each Lot shall be landscaped with at least one-half (1/2) lawn or other living ground cover. All Lots shall be professionally or tastefully landscaped and contain an underground automatic irrigation system. Every front yard in the Project shall be maintained in a controlled or domesticated fashion. Totally, natural or wild landscape design is not to be accepted, for areas required to be landscaped. In the event that the Owner of a Lot shall fail to abide by the landscape requirements set forth herein, the Association, in addition to all other alternative enforcement mechanisms, may unilaterally enter the violating Lot and remedy the violation. In such an event the violating owner shall reimburse the Association all cost so expended within 30 days of notice from the Association.

No other portion of the R&Rs shall be changed.

These Amended R&Rs were unanimously adopted by the Declarant, HAYDEN, LLC and the Declarant's successors, HALLMARK HOMES, INC. and VIKING CONSTRUCTION, INC., on the 31 day of May, 2008, and shall remain binding on all owners of property located in the STRAWBERRY FIELDS SUBDIVISION until amended or terminated or until the termination of the Declaration of Covenants, Conditions and Restrictions.

DATED this 31 day of May, 2008.

DECLARANT

"HAYDEN, LLC"

By: TIMOTHY A. MUELLER,
MANAGING MEMBER

DECLARANT'S SUCCESSORS

"HALLMARK HOMES, INC."

Michael P. Fitzgerald
By: MICHAEL P. FITZGERALD,
PRESIDENT

"VIKING CONSTRUCTION, INC."

Wendell Olson
By: WENDELL OLSON,
PRESIDENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 31 day of May, 2006, before me, a Notary Public, personally appeared TIMOTHY A. MUELLER, known to me or identified to me to be a managing member of Hayden, LLC, an Idaho limited liability company, that 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.

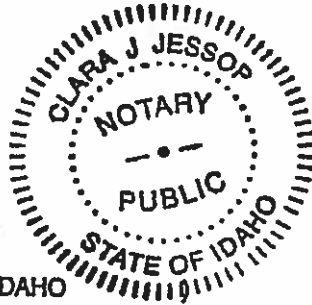
Teresa J. Jensen
Notary Public in and for the State of Idaho
My Commission Expires: 07/20/2010



STATE OF IDAHO)
) ss.
County of Kootenai)

On this 23 day of May, 2006, before me, the undersigned, a Notary in and for said State, personally appeared MICHAEL P. FITZGERALD known or identified to me to be President of HALLMARK HOMES, INC., an Idaho corporation, that 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.



Clara J. Jessop
Notary for the State of Idaho
My Commission Expires: 4/17/12

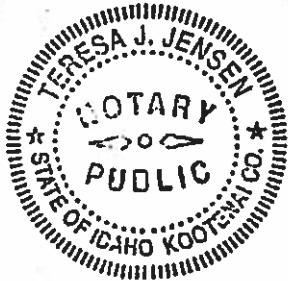
STATE OF IDAHO

County of Kootenai

) ss.
)

On this 31 day of May, 2006, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared WENDELL OLSON known or identified to me to be President of VIKING CONSTRUCTION, INC., an Idaho corporation, that 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.



Teresa J. Jensen
Notary for the State of Idaho
My Commission Expires: 8/20/2010

F:\FILES\HAYDEN, LLC\STRAWBERRY FIELDS\Notice of Annexation of First Addition and Amendment to RHPs-5-17-06.doc

KNOW ALL MEN BY THESE PRESENTS THAT HAYDEN LIMITED LIABILITY COMPANY, AN IDAHO LIMITED LIABILITY COMPANY, AND ROY A. ARMSTRONG, HEREBY CERTIFIES THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED IN THE WITHIN PLAT TO BE KNOWN AS STRAWBERRY FIELDS, A REPLAT OF LOT 1, BLOCK 8, STRAWBERRY FIELDS, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF HAYDEN, KOOTENAI COUNTY, IDAHO AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 22, FROM WHICH AN 2 INCH ALUMINUM CAP IN CONCRETE, MARKING THE SOUTHWEST CORNER OF SECTION 22 BEARS N 88°23'40" W A DISTANCE OF 2619.42 FEET, THENCE N 01805'53" E A DISTANCE OF 79.00 FEET, TO A 2-1/2" ALUM CAP MARKING THE NORTH RIGHT-OF-WAY OF PRAIRIE AVENUE, SAID POINT BEING THE TRUE POINT-OF-BEGINNING FOR THE DESCRIPTION:

THENCE, ALONG SAID RIGHT-OF-WAY THE FOLLOWING FIVE CALLS;

THENCE, N 88°23'40" W A DISTANCE OF 1026.81 FEET ALONG SAID NORTH THE RIGHT-OF-WAY OF PRAIRIE AVENUE;

N 01°36'49" E A DISTANCE OF 5.00 FEET TO A 2-1/2" ALUM CAP MARKING THE NORTH RIGHT-OF-WAY OF PRAIRIE AVENUE;

Exhibit
"A"

THENCE, LEAVING SAID NORTH RIGHT-OF-WAY, N
03°11'15" W A DISTANCE OF 138.26 FEET;

THENCE, N 84°55'10" E A DISTANCE OF 20.88 FEET;

THENCE, N 01°08'32" E A DISTANCE OF 131.37 FEET TO
THE SOUTH RIGHT-OF-WAY OF STRAWBERRY LANE;

THENCE, ALONG SAID RIGHT-OF-WAY, S 85°58'26" E A
DISTANCE OF 77.35 FEET;

THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, ON
A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF
230.00 FEET AN ARC LENGTH OF 130.79 FEET A DELTA OF
32°34'55" WITH A CHORD THAT BEARS N 77°44'07" E A
DISTANCE OF 129.04;

THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY, N
08°11'15" W A DISTANCE OF 65.65 FEET TO THE NORTH
RIGHT-OF-WAY OF STRAWBERRY LANE;

THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY ON
A NON-TANGENT CURVE TO THE LEFT HAVING A
RADIUS OF 20.00 FEET AN ARC LENGTH OF 37.43 FEET A
DELTA OF 107°14'20" WITH A CHORD THAT BEARS N
00°06'02" E A DISTANCE OF 32.20 TO THE WEST RIGHT-
OF-WAY OF COURCELLES PARKWAY;

THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, N
53°31'08" W A DISTANCE OF 101.50 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY, S 36°28'52" W A
DISTANCE OF 23.77 FEET;

THENCE, N 54°24'50" W A DISTANCE OF 34.07 FEET;
THENCE, N 89°11'36" W A DISTANCE OF 204.91 FEET;
THENCE, S 81°00'48" W A DISTANCE OF 154.41 FEET;
THENCE, N 01°08'32" E A DISTANCE OF 21.31 FEET;
THENCE, N 02°18'21" W A DISTANCE OF 208.63 FEET;
THENCE, N 33°28'42" W A DISTANCE OF 106.35 FEET;
THENCE, N 49°45'47" W A DISTANCE OF 98.04 FEET;
THENCE, S 61°49'04" W A DISTANCE OF 82.38 FEET;
THENCE, N 06°25'15" W A DISTANCE OF 21.53 FEET;
THENCE, N 27°34'16" W A DISTANCE OF 106.31 FEET;
THENCE, N 18°04'29" W A DISTANCE OF 95.67 FEET;
THENCE, N 01°11'01" E A DISTANCE OF 103.82 FEET TO
THE SOUTHEAST CORNER OF LOT 2, BLOCK 1 OF
HAYDEN SCHOOL SUBDIVISION;
THENCE, ALONG THE EAST BOUNDARY OF HAYDEN
SCHOOL SUBDIVISION, N 01°08'45" E A DISTANCE OF
990.03 FEET TO THE SOUTH RIGHT-OF-WAY OF
HONEYSUCKLE AVENUE;
THENCE, ALONG SAID RIGHT-OF-WAY, S 88°26'04" E A
DISTANCE OF 1907.22 FEET TO THE INTERSECTION OF
SAID RIGHT-OF-WAY AND THE EAST LINE OF THE
SOUTHWEST QUARTER, SECTION 22;

THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY LINE ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER, SECTION 22, S 01°05'53" W A DISTANCE OF 2515.38 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY OF PRAIRIE AVENUE AND THE TRUE POINT-OF-BEGINNING.

SAID PARCEL CONTAINING 95.163 ACRES OF LAND, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

DOMESTIC WATER TO BE PROVIDED BY HAYDEN LAKE IRRIGATION DISTRICT.

SEWAGE DISPOSAL TO BE PROVIDED BY THE CITY OF HAYDEN.

THE OWNERS HEREBY DEDICATE TO THE CITY OF HAYDEN A 60 FOOT INTERIOR ROAD RIGHTS-OF-WAY KNOWN AS BLUEBERRY CIRCLE, SALMONBERRY LOOP, STRAWBERRY LANE, COURCELLES PARKWAY, CHATEAUX DRIVE, RASPBERRY LANE AND HALLEBERRY COURT.

THE OWNERS FURTHER GRANT A 15 FOOT UTILITY, DRAINAGE AND/OR SIDEWALK EASEMENT ALONG ALL RIGHTS-OF-WAY.

THE OWNERS FURTHER GRANT A SNOW STORAGE EASEMENT ALONG BLUEBERRY CIRCLE AND HALLEBERRY COURT AS SHOWN ON THE FACE OF THIS PLAT.

TRACTS A, B, C, D, E, F AND G ARE RESERVED AS GREEN SPACE AND ARE TO BE DEEDED TO THE STRAWBERRY FIELDS HOMEOWNERS ASSOCIATION.

LOT 4, BLOCK 7, IS DEEMED AN UNBUILDABLE LOT
UNTIL IT IS REPLATED UNDER THE CITY OF HAYDEN
SUBDIVISION PROCESS.

TIM A. MUELLER, MANAGING MEMBER DATE
HAYDEN LIMITED LIABILITY COMPANY

ROY A. ARMSTRONG DATE