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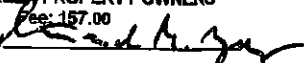
6-16-2020 10:32:52 AM No. of Pages: 50

Recorded for : MEADOWCREEK PROPERTY OWNERS'

SHERRY WARD

Ex-Officio Recorder Deputy

Index to: COVENANTS

Fee: 157.00


SEVENTH AMENDED AND RESTATED
DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
MEADOWCREEK SUBDIVISION

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**SEVENTH AMENDED AND RESTATED DECLARATIONS
OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR MEADOWCREEK SUBDIVISION**

THIS SEVENTH AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MEADOWCREEK SUBDIVISION ("Declaration"), is made by the MeadowCreek Property Owners' Association, Inc., an Idaho Nonprofit Corporation, ("Association") acting on behalf of the membership, effective as of the date signed by all parties below.

RECITALS

WHEREAS, the Association is acting on behalf of the Owners of the real property referred to in Article II of this Declaration and described in **Exhibit A** attached hereto; and

WHEREAS, the Association desires to provide for the preservation of the values and amenities within the MeadowCreek Community and for the maintenance of the parks, open spaces, utilities and other common facilities within said community; and to this end, desires to subject the real property described in Article II (together with such additions as may hereafter be made thereto pursuant to Article II) to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are intended for the mutual benefit of said property and of each owner of a portion thereof; and

WHEREAS, the MEADOWCREEK PROPERTY OWNERS' ASSOCIATION, INC. was formed and incorporated under the laws of the State of Idaho, as a nonprofit corporation, hereinafter referred to as the "Association", for the purpose of exercising the powers and responsibilities of maintaining and administering the Common Areas and Facilities, and administering and enforcing the covenants, conditions and restrictions, and collecting and disbursing the assessments and charges hereinafter created;

THE ASSOCIATION HEREBY declares that the real property described in Article II of this Declaration, and such additions thereto as may hereafter be made pursuant to Article II hereof, is held and shall be held, conveyed, hypothecated, encumbered, mortgaged, leased, rented, used, managed, operated, occupied, and improved subject to the declarations, limitations, covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and in any amendments to this Declaration as may be made from time to time, and in such other rules and regulations as are instituted pursuant to the provisions of this Declaration. All such declarations, limitations, covenants, conditions, and restrictions shall constitute covenants running with the real property described in said **Exhibit A** attached hereto, and such additions thereto as may be made pursuant to Article II hereof, and equitable servitudes and liens, and shall be binding upon and for the benefit of each such Lot conveyed, as that term is herein defined, and the Owner of each such Lot, and upon and for the benefit of all parties having or acquiring any right, title, interest, or estate in the Existing Properties, or any part thereof, including without limitation the heirs, executors, administrators, successors, and assigns of any such parties and all subsequent owners of all or any part of the Existing Properties.

ARTICLE I DEFINITIONS

Section 1.01 ARTICLES: The term "Articles" shall mean and refer to the Articles of Incorporation of the Association as said Articles may be amended from time to time.

Section 1.02 ASSESSMENT: The term "Assessment" shall mean and refer to that portion of the cost of maintaining, repairing, improving and managing the Common Areas and Facilities, defined below, which is to be paid by each Owner as determined by the Association.

Section 1.03 ASSOCIATION: The term "Association" shall mean and refer to the MeadowCreek Property Owners' Association, an Idaho Nonprofit Corporation created to own and provide management, maintenance, preservation and control of the Common Areas and Facilities.

Section 1.04 BOARD: The term "Board" or "Board of Directors" may be used interchangeably herein and shall mean the Board of Directors of the Association as the same may, from time to time, be constituted.

Section 1.05 BYLAWS: The term "Bylaws" shall mean the Bylaws adopted by the Association as the same may be duly amended from time to time.

Section 1.06 COMMON AREAS AND FACILITIES: The term "Common Areas and Facilities" shall mean all Common Areas, fixtures, and personal property, Improvements and Structures thereon, owned, leased, or otherwise held now or in the future by the Association for the common use and enjoyment of the Owners including:

- (a) All roadways in the Existing Properties, including the main entrance roadway running from the Highway 95 to the boundary of the Existing Properties, but excluding any public road within the Existing Properties.
- (b) The community sewer system, including the wastewater treatment facilities and all connecting lines on the Existing Properties;
- (c) The community water system, including the wells, water storage tanks, and all connecting lines on the Existing Properties;
- (d) The community fire protection system;
- (e) All boundary fences;
- (f) All Common Areas;
- (g) The Common Areas that may be a part of property annexed to the Subdivision pursuant to Section 1.07 and Article II, all Improvements and all Structures thereon
- (h) All landscaping, all common furnishings, including all furniture, appliances, fixtures, equipment, and all Improvements, and all other personal property from time to time owned, leased, or held for use by the Association.

If annexation is effected pursuant to Article II herein, the Common Areas and Facilities may then include such additional real and personal property as is annexed as Common Areas and Facilities.

Section 1.07 COMMON AREAS: The term "Common Areas" shall mean the real property within the Subdivision to be owned by the Association upon recordation of this Declaration for the common use and enjoyment of the Owners. Said Common Area is more specifically described at **Exhibit C** attached hereto and incorporated herein by reference.

If annexation is effected pursuant to Article II, the Common Areas may then include such additional property as is annexed as Common Areas.

Section 1.08 COMMUNITY: The term "Community" as used herein shall refer to the Existing Properties.

Section 1.09 DECLARATION: The term "Declaration" shall mean this Seventh Amended and Restated Declaration of Protective Covenants, Conditions, and Restrictions For MeadowCreek Subdivision, and its amendments, modifications and supplements. This Declaration supersedes and replaces that certain Fifth Amendment to Declaration of Protective Covenants, Conditions and Restrictions for MeadowCreek Subdivision recorded with the Adams County, Idaho Recorder on June 13, 2012 as Instrument No.123642 .

Section 1.10 DEED OF TRUST: The term "Deed of Trust" shall mean and be synonymous with the word "Mortgage" and the same may be used interchangeably with the same meaning; and likewise, the word "Trustor" shall be synonymous with the word "Mortgagor" and the word "Beneficiary" shall be synonymous with the word "Mortgagee".

Section 1.11 DESIGN REVIEW COMMITTEE: The term "Design Review Committee" shall mean the committee created pursuant to Article VII.

Section 1.12 DWELLING, DWELLING UNIT: The terms "Dwelling" and "Dwelling Unit" are interchangeable and shall mean any building or portion thereof located on a Lot and designed and intended for use and occupancy as a single family residence, including patio areas and garages. Dwelling Unit shall include a Townhouse Unit, a Village Unit and a Multi Family Unit.

Section 1.13 EXISTING PROPERTIES: The term "Existing Properties" shall mean that real property described in **Exhibit A** attached hereto.

Section 1.14 GOLF COURSE LOTS: Golf Course Lots shall be those Lots in MeadowCreek any portion of whose boundaries are contiguous with the portion of the MeadowCreek Resort Association, Inc. properties that make up the golf course, a privately owned facility, as platted on the recorded maps of the MeadowCreek Subdivision.

Section 1.15 GOVERNING INSTRUMENTS: The term "Governing Instruments" shall mean this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, all amendments and supplements thereof, and all other instruments for the ownership, management and control of the Subdivision.

Section 1.16 IMPROVEMENTS: The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, ground cover, poles, signs, and all other structures or landscaping improvements of every type and kind.

Section 1.17 LOT: The term "Lot" shall mean any parcel of real property which is shown on the recorded plat or plats of the Subdivision and shall for purposes of determining Association voting rights and assessments hereunder shall mean any residential dwelling unit on said Lot. This term specifically includes each Townhouse Unit, Village Unit and Multi Family Unit, each of which shall be considered a Lot for voting and assessment purposes in this Declaration.

Section 1.18 MEADOWCREEK CLUBHOUSE / CLUBHOUSE PROPERTY. The term MeadowCreek Clubhouse, and the term Clubhouse Property, shall mean the MeadowCreek

Clubhouse located adjacent to the golf course and described at **Exhibit C** attached hereto. The Clubhouse Property is part of the Common Areas.

Section 1.19 MEADOWCREEK RESORT ASSOCIATION PROPERTIES. The term MeadowCreek Resort Association Properties shall mean the resort properties which are currently owned by MeadowCreek Resort Association, Inc. and which are described in **Exhibit B** attached hereto.

Section 1.20 MEMBER: The term "Member" shall mean every person or entity that holds a membership in the Association.

Section 1.21 MORTGAGE: The term "Mortgage" shall mean any security device encumbering all or a portion of the Subdivision or any Lot, and the term "Mortgage" shall include Deed of Trust.

Section 1.22 MORTGAGEE: The term "Mortgagee" shall mean and refer to that entity or person who takes or receives a mortgage.

Section 1.23 MULTI FAMILY LOT: The term "Multi Family Lot" shall mean Lot 9 of Block 8, Phase I, MeadowCreek Subdivision, which is approximately 10 acres in size, and may be used for multi-family housing.

Section 1.24 MULTI FAMILY UNIT: The term "Multi Family Unit" shall mean the Multi Family Lot; however, at such time as separate residential living units are created in the Multi Family Lot, the term Multi Family Unit shall mean each residential living unit created therein and each such unit shall be considered a separate dwelling unit for the purposes of voting and assessment. Each such unit shall be considered a Lot for voting and assessment purposes in this Declaration.

Section 1.25 OWNER: The term "Owner" shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot or residential dwelling unit on any Lot as shown on the records of the County Recorder, Adams County, Idaho; including Contract sellers, but excluding those having such interest merely as security for the performance of an obligation; such term shall also include any person, persons, entity, or entities who succeed to such recorded interest by any means.

Section 1.26 PERSON: The term "Person" shall mean and includes a natural person, corporation, partnership association, firm or other entity as the case may be and the context may require.

Section 1.27 RESIDENCE: The term "Residence" shall mean a building or buildings, including any garage, carport or similar outbuildings, used for residential purposes.

Section 1.28 RULES AND REGULATIONS: The term "Rules and Regulations" shall mean those Rules and Regulations adopted by the Association or its Board, including any amendments or additions thereto.

Section 1.29 SINGLE-FAMILY RESIDENTIAL USE: The term "Single Family Residential Use" shall mean the occupation and use of a single family dwelling in conformity with this Declaration and any requirements imposed by applicable zoning laws or other state or local municipal rules and regulations.

Section 1.30 STRUCTURE: The term "Structure" shall include buildings, outbuildings, roads, driveways, parking areas, fences, walls, stairs, decks and poles.

Section 1.31 SUBDIVISION: The term "Subdivision" shall mean and refer to that certain real property located in Adams County, Idaho as more particularly described in **Exhibit A** and includes the Common Areas and Facilities defined above and any additional lands which may be brought within the framework of this Declaration pursuant to Article II herein.

Section 1.32 TOWNHOUSE UNIT: The term "Townhouse Unit" shall mean and refer to a multifamily residential living unit and shall be the equivalent of a residential dwelling unit for the purposes of voting and assessment. This term specifically includes each Unit at the Fairways at MeadowCreek Condominiums. Each Unit shall be considered a Lot for voting and assessment purposes in this Declaration.

Section 1.33 VILLAGE UNIT: The term "Village Unit" shall mean and refer to a residential living unit located within MeadowCreek Village and shall be the equivalent of a residential dwelling unit for the purposes of voting and assessment. Each Unit shall be considered a Lot for voting and assessment purposes in this Declaration.

ARTICLE II PROPERTY SUBJECT TO THE DECLARATION AND ADDITIONS THERETO

Section 2.01 EXISTING PROPERTIES: The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is the property described at the attached **Exhibit A**. The Subdivision is a residential recreational community.

The MeadowCreek Resort Association, Inc. properties are subject to utility charge assessments as described at **Exhibit D** of this Declaration and are more specifically described at **Exhibit B** attached hereto and incorporated herein by reference.

The Common Areas alone are specifically described at **Exhibit C** attached hereto and incorporated herein by reference.

The Common Areas and Facilities included in the Subdivision are as described in Section 1.07.

Section 2.02 ADDITIONS TO EXISTING PROPERTIES: Under no circumstances shall any property annexed pursuant to this Article II be exempt from payment of its fair share of the operation, repair and replacement expenses for the Subdivision's Common Areas and Facilities.

Section 2.03 ANNEXATION PURSUANT TO MEMBERSHIP APPROVAL: Annexation shall require the approval of Sixty-six and Two-thirds Percent (66-2/3%) of the total votes of Association Members.

Section 2.04 DECLARATION OF ANNEXATION: The additions authorized under this Article shall be made by filing of record in the Official Records of Adams County, Idaho, a Declaration of Annexation or similar instrument with respect to the additional property which shall be executed by the Board and the Owner of such additional property and set forth a description of the land then to be annexed and a statement declaring such land to be annexed and extending the general plan and scheme of this Declaration to such real property. Such Declaration of Annexation shall also provide for the creation of easements of use and enjoyment within the land annexed for the use and benefit of Lot Owners then located within the Subdivision and for the use and benefit of Lot Owners now or hereafter to be located upon the remaining portions of the land. Upon the recordation of said Declaration of Annexation, the land to which such Declaration applies shall thereafter be subject to the covenants, conditions and restrictions set forth in this Declaration and shall be treated in all respects as Existing Properties.

Such Declaration of Annexation may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as is not inconsistent with the scheme of this Declaration. In no event, however, shall such Declaration of Annexation revoke, modify or add to the covenants and restrictions established by this Declaration within the Existing Properties.

Section 2.05 EXPANSION OF ASSOCIATION MEMBERSHIP: Membership in the Association shall be expanded to include Members within annexed phases of the Subdivision.

(a) Assessments within annexed property shall commence on the first day of the month following the close of escrow for the first sale of a Lot in that annexed property.

(b) Voting rights shall not vest in annexed Lots until assessments on those Lots have been levied by the Association, and paid by the Owner.

ARTICLE III RIGHTS OF OWNERSHIP AND EASEMENTS

Section 3.01 MEMBERS' EASEMENTS OF ENJOYMENT: Subject to the provisions of Section 3.02 herein, every member shall have a right and easement of enjoyment in and to the Common Areas and Facilities and such easement shall be appurtenant to and pass with the title to every Lot.

Section 3.02 OWNERS' EASEMENTS OF ENJOYMENT: Every Owner of a Lot shall have an easement and equitable rights of use and enjoyment in and to and throughout the Common Areas and Facilities as well as a non-exclusive easement and equitable right of ingress, egress and support over and through the Common Areas and Facilities. Each such easement and right shall be appurtenant to and pass with the title of every Lot subject to the following restrictions:

(a) The right of the Association, in accordance with provisions of the Articles, Bylaws and this Declaration, to borrow money for the purpose of improving the Common Areas and Facilities, and in aid thereof, to mortgage said properties; provided, however, that in the event of a default upon any such mortgage, the lender's rights hereunder shall be subordinate to the rights of the Members;

(b) The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure

(c) The right of the Association, in accordance with its Bylaws and the provisions of this Declaration to temporarily suspend an Owner's rights as a Member of the Association, following notice and hearing, for any period during which any assessment remains unpaid and for a reasonable period for any infraction of its Governing Instruments or published Rules and Regulations. This right shall specifically include the right of the Association to temporarily terminate an Owner's use of the Subdivision's water and sewer system if payment for such billed services becomes more than 30 days in arrears. Notwithstanding the foregoing, the Association shall have no right to interfere with an Owner's right of ingress to or egress from his Lot

(d) The right of the Association to charge reasonable admission, use and other fees, and to promulgate reasonable rules and regulations for the use of the Common Areas and Facilities;

(e) The right of the Association to dedicate all or any part of the Common Areas and Facilities to any public agency, authority or utility for such purposes; provided that, no such

dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Two-thirds (2/3) of the total membership has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. Each purchaser in accepting a deed to their Lot expressly consents hereto; provided, however, that no such easements may be granted if same would interfere with the use, occupancy or enjoyment by any Owner of their Lot, or the Facilities of the Subdivision

(f) The right of the Association or its agents, to enter any of the Lots after reasonable advance written notice of at least forty-eight (48) hours to the Owner thereof, at any reasonable hour on any day to perform such maintenance as may be authorized herein, Entry may be made with less or no notice in emergency situations originating on or threatening such Lot, whether the Owner is present or not.

Section 3.03 OTHER EASEMENTS:

(a) **General Easement:** All Lots are hereby designated as having a permanent utilities, drainage, and irrigation easement, fifteen (15) feet wide adjacent to and on the interior side of all Lot lines unless otherwise noted. The right of ingress/egress on and to said permanent utilities, drainage and irrigation easement for the purpose of inspection, construction and maintenance is hereby granted to authorized representatives and personnel of the Association in accordance with Section 3.02(f) of this Article.

(b) **Drainage Easements and Restrictions:** All natural or constructed streams, whether constant or flowing or not, and all natural or constructed drainage swales of both a major and minor character, wherever they may occur within the Subdivision, are hereby designated as having a permanent drainage easement as follows:

(i) **Streams:** Twenty-five (25) feet either side of the centerline of flow line of the stream (total width of fifty (50) feet)

(ii) **Drainage Swales:** Fifteen (15) feet either side of the centerline of flow line of the drainage swale (total width of thirty (30) feet)

No building construction, grading, or alteration of the existing topography, vegetation or tree growth shall be permitted within the above drainage easement areas without the written approval of the Design Review Committee. Special consideration will be given by the Committee to variance requests for property Owners having terrain, access or other constraints which may limit their ability to comply with such requirements.

The right of ingress/egress on and to the above drainage easements for the purpose of inspection, construction, maintenance, erosion control and/or flood control is hereby granted to the authorized representatives and personnel of the Association.

(c) **Golf Course Hazard Easement:** All lots which have any Lot line or portion of any Lot line which is contiguous to or fronts on part of the golf course including but not necessarily limited to tee boxes, fairways, greens, lakes, or fairway "rough" areas are hereby designated as having a fifty (50) foot wide Golf Course Hazard Easement as measured from the contiguous or fronting line described above.

No dwelling, structure or any part thereof (including a garage or other outbuilding whether or not physically a part of such dwelling) shall be erected or allowed to remain within this easement area without the written approval of the Design Review Committee.

Special consideration will be given by the Committee to variance requests for property owners having terrain, access, or other constraints which may limit their ability to comply with such requirements, or in individual cases where the Committee, at its sole discretion, believes a hazard from normal golf play would not necessarily exist within all or a portion of the Golf Course Hazard Easement area.

All Lots subject to the aforementioned Golf Course Hazard Easements shall also be subject to a special right of trespass on behalf of golfers legitimately on the course for the sole purpose of retrieving golf balls coming to rest on such Lots. Such right of trespass is for retrieval on foot only, and does not include the right to play the ball from within said Lot, nor to drive a golf cart upon such Lot.

(d) **Private Driveway Access Easements:** Private driveway access easements are shown on the recorded Subdivision Plat for certain Lot(s) or groups of Lots where terrain and other considerations indicated a need for improved Lot access. Said easements are designated for ingress / egress purposes only.

(e) **Dimensionally Non-Conforming and Special Easements:** Easements which are for the same purposes but do not dimensionally conform to the easements set forth in Paragraphs (a), (b), (c), and (d) above are shown and labeled on the recorded Subdivision Plat and take precedence over the dimensional standards for said easements as set forth in this document.

Special easements for purposes other than those included in Paragraphs (a), (b), (c), and (d) above may be shown and labeled for their intended purposes and use on the recorded Subdivision Plat.

(f) **Use and Maintenance of Easements:** Easements and rights of way indicated on the recorded map of this Subdivision are reserved for the purpose of ingress and egress, installation and maintenance of drainage facilities and public and private utilities. No structures, planting, or other material shall be placed or permitted to remain upon such easement which may damage or interfere with the installation and maintenance of utilities, or which may damage or interfere with the free use of the easement or rights of way for the purposes intended. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible or easements located on Common Areas which shall be maintained by the Association. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to the Association and its authorized agents, all of whom have the right and privilege of doing whatever may be necessary in, on, under, and above such location to carry out any purposes for which easements, reservations, and rights of way are reserved in accordance with the provisions of this Article.

The Board of Directors shall have the right at any time to vacate any such easements and rights of way as to all or any portion of the Subdivision, subject to any agreement regarding use of easements which may be in force at that time; and, only to the extent that the Association has rights in such easements and rights of way, but not with regard to any rights of third parties in such easements and rights of way.

Section 3.04: NO PARTITION: There shall be no judicial partition of the Common Areas, nor shall the Association, or any Owner or any person acquiring any interest in the Subdivision or any part thereof, seek judicial partition thereof. No Owner shall make a conveyance of less than his entire interest in the Subdivision, and any such conveyance shall be void. However,

nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy or prevent sale of the common interest portion in accordance with the provisions of Article XI of this Declaration.

Section 3.05: COMMON AREA ENCROACHMENTS: There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion of portions of the Common Areas adjacent thereto and/or as between adjacent Lots thereto due to the non-willful placement or setting or shifting of the improvements as measured from any point on the common boundary between each Lot and the adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no such event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant or the Association.

Section 3.06: NO LOT COMBINATIONS: There shall be no combinations of two or more Lots into a single Lot after June 4, 2017.

ARTICLE IV ASSOCIATION PURPOSE AND POWERS

Section 4.01 PURPOSE: The purpose and function of the Association shall be to manage, control and maintain the Common Areas and Facilities for the benefit of its Member Owners and to regulate use and enjoyment thereof by the Owners and their licensees and invitees and by all other persons and in general to promote and further the common interests and welfare of, and harmony among, its Member Owners. The Association's responsibility for management and control of the Common Areas shall extend to all Common Areas and Facilities within the Subdivision. The Association's management and control duties shall embrace all functions necessary to ensure the preservation of the Common Areas and Facilities and their continued availability for use and enjoyment by Lot owners, including but not limited to physical control and regulation, maintenance, repair and replacement and payment of the costs thereof, payment of use charges or assessments (including water, sewer, waste collection and utility charges not individually metered or charged to individual lots) and insurance against fire, theft and other common hazards and casualties.

Section 4.02 POWERS: The powers of the Association shall include, but not be limited to those powers necessary, conducive or incidental to the accomplishment of its purpose and performance of its functions, but shall not extend to the conduct of a trade or business for profit. Specific powers of the Association shall include, without limitation, the following:

(a) **Enforcement of Governing Instruments:** Enforcement of the instruments governing ownership and control of MeadowCreek Subdivision and regulating the conduct of the Association and its members, including without limitation this Declaration, the Articles of Incorporation, Bylaws, Rules and Regulations of the Association, all amendments and supplementations thereof, and all other instruments for the ownership, management and control of the Subdivision

(b) **Payment of Taxes, Assessments and Expenses:** Payment of all taxes, assessments and expenses which shall be or could by law become a lien upon the Common Areas and Facilities or any portion thereof

(c) **Insurance:** Procurement of and payment for casualty, liability and other appropriate insurance for protection of the Association and its Members and their property held in common as required by Article X

(d) **Goods and Services:** Procurement by contract of and payment for goods and services for the benefit of the Common Areas and Facilities and the Association's Members as a group, subject to limitations as provided in Section 4.03 herein

(e) **Delegation of Powers:** Delegation of its powers to committees, officers and employees as authorized under the Governing Instruments described above, including but not limited to delegation of power to the Design Review Committee to authorize refunds of Contractor's Deposits in those instances where there is not a dispute as to its return. However, the Association and the Board shall not and cannot delegate to any committees, officers or employees the right to levy fines, hold hearings, or impose discipline

(f) **Budget and Financial Statements:** Preparation of budgets and financial statements for management and reporting of its fiscal and financial affairs, as prescribed by the Governing Instruments described above

(g) **Rules, Regulations and Operating Procedures:** Formulation and adoption of rules, regulations and operating procedures for management of the Common Areas and Facilities and conduct of the Association's affairs, by promulgation of the Governing Instruments described above

(h) **Disciplinary Proceedings:** Initiation and execution of disciplinary proceedings against its Members for violations of the provisions of the Governing Instruments, in accordance with procedures set forth in said Governing Instruments

(i) **Private Entry:** Entry upon the Lot of any owners in connection with construction, maintenance or emergency repair for the benefit of the Common Areas and Facilities or the Lot Owners in general. Such entry shall be made with as little inconvenience to the Lot Owner as possible and practicable, and only upon reasonable advance written notice of at least forty-eight (48) hours, except in emergency situations originating in or threatening such Lot, whether the Owner is present or not

(j) **Levy of Assessments:** Collection of funds for accomplishment of its purpose and performance of its functions by levy of assessments in accordance with the provisions of the Governing Instruments

(k) **Borrowing:** Financing of its operations by borrowings or other incurment of contractual indebtedness provided that the vote or written assent of at least Sixty-Six and Two-Thirds Percent (66-2/3%) of the total voting power of the Association shall be necessary for the giving of any mortgage by the Association

(l) **Acquisition of Property:** Acquisition of property (real, personal or mixed) by gift, purchase or other lawful means

(m) **Maintenance and Improvement of the Common Areas and Facilities:** Maintenance of the Common Areas and Facilities and improvement thereof by additions thereto or remodeling, redecoration, or restoration thereof

(n) **Possession of Common Areas and Facilities:** Possession of the Common Areas and Facilities for purposes of management and control thereof, in accordance with the provisions of the Governing Instruments

(o) **Legal Action:** Commencement and prosecution of legal action for accomplishment of its purposes and performance of its function; and

(p) **General Powers:** Performance of all other acts and deeds necessary or expedient in the administration of its affairs and attainment of its purpose

Section 4.03 BOARD OF DIRECTORS: All power and authority of the Association as herein granted and as provided by law shall be vested in and exercised by the Association's governing body, the Board of Directors as provided in the Bylaws; providing, however, that unless authorized by the approval of at least two-thirds of Association Members entitled to vote, who vote in person or by proxy at a meeting called for that purpose and/or who vote by written ballot pursuant to Article IV Section 8 of the Bylaws, and when a quorum is represented, the Board shall not:

(a) Enter into a contract with a third person or entity whereby such person or entity will furnish goods or services for the Common Areas and Facilities of the Association for a term longer than one-(1) year with the following exception:

(i) Any contract with the MeadowCreek Resort Association not to exceed three (3) years.

(b) Spend money for any purpose from the capital expenditure investment account of the Association without the approval of at least two-thirds (2/3) of the members of the Board of Directors;

(c) Sell, during any fiscal year, property owned by the Association having an aggregate fair market value in excess of Five Percent (5%) of the budgeted gross expenses of the Association for that fiscal year; provided, that any property donated to the Association may be sold with the approval of at least two-thirds (2/3) of the Board of Directors. including but not limited to-the following real property that was gifted to the Association in 2003: Block 10, Lot 01.

(d) Pay compensation to members of the Board or officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board may cause a Member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 5.01 MEMBERSHIP: Every person, persons or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by this Declaration of record to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of the obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment. Any transfer of title to the interest shall automatically transfer the appurtenant membership in the Association to the new Owner.

Section 5.02 VOTING RIGHTS: The Association shall have one (1) class of voting membership, and each Member shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 5.01. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

No Member shall be entitled to vote or be counted for purposes of a quorum unless they are then current in the payment of assessments which have been levied by the Association.

**ARTICLE VI
PROTECTIVE COVENANTS FOR OTHER
THAN MEADOWCREEK RESORT PROPERTY**

Section 6.01 LAND USE AND LIVING UNITS: All of the subject residential Lots in the Subdivision (which specifically excludes all properties described as part of the MeadowCreek Resort Association) shall be used and occupied solely as single family residential lots, except for the Multi Family Lot, which may be used and occupied for multi-family housing. None of the subject lots shall be split, divided or subdivided into a smaller lot than indicated on the recorded maps of MeadowCreek Subdivision and Meadowridge Estates, in the Office of the County Recorder of Adams County, Idaho, except for the Multi Family Lot, which may be further resubdivided. All subject residential Lots shall be subject to the following conditions and limitations:

(a) Except for multifamily housing permitted on the Multi Family Lot, no buildings other than one detached residence, a private garage for the use of the occupants of such residence, and such other usual and appropriate outbuildings strictly incidental and appurtenant to a private residence, shall be erected or maintained on any Lot. Except as otherwise specifically provided, no use whatsoever shall be made of any Lot herein other than as the site use and grounds of a private residence. The term "private residence" as used herein is intended to exclude every form of multifamily dwelling, boarding or lodging house, sanitarium, hospital, and the like, but is not intended to exclude guest houses for the entertainment of social guests, or servant's quarters for servants or employees employed upon the premises.

(b) No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently; nor shall any residential structure be moved on to any Lot from any other location without the prior written approval of the Design Review Committee, such approval to be obtained in the same manner as for new construction.

Section 6.02 DWELLING SIZE, FEATURES, AND LOCATION:

(a) No residence or dwelling shall be erected or permitted to remain on any Lot (except Golf Course Lots and the Multi Family Lot) having a total floor area, exclusive of open porches, garages, or other outbuildings, of less than one thousand two hundred (1,200) square feet. With respect to Golf Course Lots only, the minimum square footage required by these Covenants shall be one thousand four hundred (1,400) square feet. A permanent garage must be constructed for each home, as approved by the Design Review Committee in its discretion. Garages and all outbuildings shall be of design and material similar to the dwelling.

(b) No residence, dwelling, or other structure on a Lot (excepting Golf Course Lots and the multi-family Lot) shall be permitted to exceed thirty-five (35) feet in height as measured from the highest roof peak to the highest natural lay of the land immediately adjacent to such structure. No such residence, dwelling, or other structure located on a Golf Course Lot shall exceed twenty six (26) feet in height as measured above without the written approval of the Design Review Committee.

(c) Exterior surfaces of dwellings, garages and all outbuildings shall be of materials consistent with the aesthetics of the MeadowCreek environment. Roofs shall be of pitched design, covered by roofing materials rated at the highest fire resistance Class for the material being used, and shall be subject to the approval of the Design Review Committee.

(d) No dwelling, structure or any part thereof (including a garage or other outbuilding whether or not physically a part of such dwelling) shall be erected or allowed to remain on any Lot nearer than fifty (50) feet from the centerline of the right of way of any street or streets adjacent thereto, or nearer than fifteen (15) feet from any interior or rear Lot lines of such Lot, subject to subsection (e) below. Special consideration will be given by the Design Review Committee to variance requests from the front Lot line setback requirements to property Owners having terrain constraints which may limit their ability to comply with such requirements.

(e) No building or other structure shall be placed upon easements as defined in Article III, or interference made with the free use of the same for the purposes intended. For those Lots with interior or rear Lot line easements exceeding fifteen (15) feet as shown on the recorded map of this Subdivision, then the recorded plat easement width shall govern the minimum set-back requirements.

Section 6.03 FENCES: Fences are prohibited in MeadowCreek Subdivision, except for screening fences around propane gas tanks. A fence is defined as a structural barrier which separates one space from another to define property boundaries or which is constructed for ornamental purposes regardless of height; provided, however, that it shall not include architectural extensions of the structure designed as screening for parking, wood storage, garbage disposal areas, and other service areas. However, any such architectural extensions are subject to the prior approval of the Design Review Committee. Perimeter fences have been constructed (or may be constructed by the Association) around the Subdivision and no alteration of or interference with said fences shall be allowed by the Owners of any Lots within the Subdivision or by any other person.

Propane gas tanks shall be screened so that the tank is not visible from the road or the golf course. Appropriate screening materials include natural colored fencing, siding matching the house, to adequately screen the tank from view. Alternate methods of screening must be approved by the Design Review Committee.

Section 6.04 LANDSCAPING, GARDENS AND IRRIGATION:

(a) All of the Lots shall be properly cared for at all times so as to maintain a good appearance to the public view. The Owner of each such Lot, upon erecting a single family residence or other approved structure thereon, shall provide and maintain minimal natural landscaping on the rear and side portions of the Lots as well as the front Lot area. All disturbed areas shall be reestablished with native vegetation. In the event of neglect to properly maintain and care for any such Lot, or to provide for such minimal landscaping, the Association hereby reserves the right, but shall have no obligation, to have the necessary work performed on any Lot to keep it from presenting an unsightly appearance, the charges for work so performed to be billed to, and paid for, by the Owner or Owners of such Lot.

(b) The Owner or Owners of any Lot shall not, and shall not permit any other persons to, remove, destroy, injure or materially change the shape of any trees that are in excess of eight (8) inches in diameter as measured three (3) feet from the ground growing on any Lot, to allow for proposed construction or for aesthetic purposes, without the prior written consent of the Design Review Committee. Removal of any such tree for reasons of hazards, wildlife, or disease shall be

approved prior to removal by the Forest Management Committee pursuant to Forest and Grounds Management Guidelines described at Section 6.10.

(c) No landscaping, firepit installation or other grading shall be performed on any Lot which shall substantially change the elevations or topography of such Lot without prior approval from the Design Review Committee.

Section 6.05 ANIMALS: No animals, livestock (including horses), or poultry of any kind shall be kept, raised, bred or maintained on any Lot, with the exception of domesticated dogs, cats or other household pets, which will be allowed provided they are not raised, bred or maintained for commercial purposes. Such household pets shall be confined to the Lot of their Owner and shall not be permitted to run loose within the Subdivision. Any such household pets which clearly become a menace or nuisance shall not be allowed to remain on any Lot. Dog runs and other outside pet enclosures are subject to the prior written approval of the Design Review Committee.

Section 6.06 GARBAGE, REFUSE DISPOSAL, AND STORAGE OF MATERIALS:

(a) No Lot shall be used or maintained as a dumping ground for rubbish, trash, junk, or other waste material. All such waste of this nature must be kept in sanitary containers out of sight of the street, and must be removed from the Lot at least once each week. All equipment for the storage or disposal of such waste material shall be maintained in a clean and sanitary condition at all times.

(b) All snowmobiles, boats, boat trailers, travel trailers, camper trailers, mobile homes, automotive campers, or any other similar property may be temporarily stored on any Lot upon which building improvements are constructed, for a period of not more than 18 days within any calendar quarter. If such storage is intended to be of a permanent nature, said property shall be stored in an enclosed building of a DRC approved permanent design. None of the aforementioned items shall ever be parked on the streets of this Subdivision for more than 24 hours; provided, however, that neither vehicles nor any of the aforementioned items shall ever be parked on the Streets of this Subdivision during the winter season from December 1st through April 30th. The Board may consider a request for a time extension in its discretion.

(c) Adequate space shall be provided on each Lot for off-street parking of all the occupant's vehicles within improved and designated spaces. Vehicles may not be parked over landscaping or native vegetation.

(d) No building materials of any kind shall be placed or stored upon any Lot until the Owner thereof is ready and able to commence construction, and then such materials shall be placed and kept neatly within the property lines of such Lot.

(e) No burning of any garbage, trash or other refuse shall be permitted on any Lot, except with approval of and under the supervision of the Association staff, when, in their discretion, such burning does not pose a fire hazard or a nuisance. Additionally, such burning shall be in compliance with all applicable laws and regulations, including permitting requirements.

Section 6.07 NUISANCES:

(a) No one shall perform within the Subdivision any activity which is noxious or offensive or an annoyance or nuisance to the Owner of any Lot, or which involves the pollution of the earth or water of, or the air over, any part of the Subdivision, or which creates noxious, offensive, annoying or dangerous odors, noises or visual or tactile conditions, or which creates or leaves a residue of non-biodegradable substances in offensive quantities.

(b) All outdoor lighting used for area lighting, other landscape lighting or porch lighting shall be unobtrusive and shall be so located as to eliminate glare and not be a nuisance to other property Owners, and shall be approved by the Design Review Committee. No mercury vapor lights or lights of similar intensity shall be permitted on any Lot or residence.

(c) Radios, stereos, tape players, and other sound amplifying devices shall not be placed in the Common Areas of the Subdivision in such a manner as to offend or annoy other Lot Owners or their guests.

(d) During any period of construction on a Lot for which an approval is required under the provisions of Section 7.02 and during which time approved sanitary facilities are not otherwise available, at least one portable chemical toilet shall be provided upon each such Lot.

(e) Outdoor sound systems built into residences are not allowed.

Section 6.08 SPEED LIMIT AND USE OF STREETS: No vehicle, including but not limited to, a truck, tractor, dune buggy, motor scooter, motorcycle, snowmobile, ATV, golf cart or automobile, shall be driven on the streets and roads in this Subdivision for other than legitimate transportation purposes, nor shall any vehicles be driven at a speed of more than twenty-five (25) miles per hour on paved roads, in the Subdivision. None of the above vehicles shall be operated on streets and roads in the Subdivision by an operator without a valid driver's license, unless accompanied by a licensed driver and pursuant to all applicable laws.

Section 6.09 SIGNS: No signs of any kind shall be displayed to the public view on any Lot except:

(a) A sign of reasonable and customary dimensions and design advertising the property for sale, lease or exchange by the Owner or his or her agent. "For Sale" and "For Lease" signs shall be removed promptly after closing of the sale or lease of the subject property, and in no case shall such sign remain for more than one week after closing;

(b) A customary visible name and address sign, which shall not be placed on trees;

(c) A construction sign, identifying the contractor during construction which shall be of reasonable and customary dimensions. The sign is to be on its own post and shall not be placed higher than forty-eight (48) inches from the prevailing ground plan. The sign must be placed no closer than twenty (20) feet from the nearest roadway and be approximately parallel to the centerline of the roadway. It must be placed where it cannot be seen from the golf course.

Subcontractor and material man signs are prohibited. Contractor signs must be removed upon completion of construction.

Signs not meeting the standards set forth herein will be removed from the premises where displayed. Exceptions to the above criteria may be granted by the Design Review Committee upon application.

Section 6.10 INFESTED TREE REMOVAL, FOREST MANAGEMENT AND WEED CONTROL:

(a) The Board of Directors shall have the right to appoint a Forest Management Committee, to consist of between three and five members.

(b) All of the trees in Meadows Valley are potentially susceptible to infestation by bugs or other pests. In an effort to prevent such infestation from spreading throughout MeadowCreek, the Forest Management Committee may from time to time consult with professional foresters to inspect the trees in the Subdivision. The right of ingress/egress on the lots of the Subdivision for

such periodic inspection is hereby granted to the Forest Management Committee and their authorized agents. In the event any trees are found to be diseased, infested, or otherwise constitute a hazard to the other trees in the Subdivision, a right is hereby granted to the Forest Management Committee to have such tree(s) removed upon reasonable notice to the Lot owner.

(c) The Forest management Committee may from time to time adopt, amend and repeal rules and regulations to be known as "Forest and Grounds Management Guidelines". The Board of Directors shall review and approve all new and modified Forest and Grounds Management Guidelines prior to their adoption by the Forest Management Committee. Said rules shall set forth in more detail the standards and procedures for any Committee review, and may set enforceable guidelines with regard to forest and grounds management including but not limited to the following: removal of fresh cut timber from a Lot, removal of dead and dying trees, thinning of tree density, non-flammable fuel break around the perimeter of a dwelling, and other fire protection measures related to timber, brush and fuel breaks, as well as noxious weed control.

Section 6.11 PROHIBITED LAND USES:

(a) No hunting, shooting or target practice shall be allowed and no guns shall be discharged within the Subdivision.

(b) No antennas of any kind shall be erected or maintained on the outside of any structure or otherwise on any Lot without the prior written approval of the Design Review Committee, except for the following, which may be erected and maintained without prior approval: those measuring no more than four feet (4') in length; or, those measuring no more than three feet (3') in height and two feet (2') in diameter.

(c) There shall be no mining, smelting or milling of ores or similar mineral operations within the Subdivision.

(d) No excavations shall be made on any Lot except as is necessary for the erection of approved structures and the same shall be properly filled within thirty (30) days of the completion of the underground procedures, and as otherwise approved by the Design Review Committee in its sole discretion.

(e) No outdoor privy or any common cesspool shall be installed on any Lot at any time except as provided in Section 6.07(d).

(f) No clothesline or outside laundry facility shall be maintained on any Lot.

(g) Nothing shall be done or kept on any Lot by any person which will increase the rate of insurance on any other Lot or which will result in the cancellation of any insurance or which constitutes a violation of any law.

(h) Trespass upon private property is forbidden in the Subdivision, in particular, adjacent property may not be used for access to any construction site under any circumstances other than with the express permission of the Owner of the adjacent property. Adjacent property may also not be used as a parking lot by any contractor or subcontractor working on the Lot. Damage to adjacent property shall be the responsibility of the Lot Owner and the general contractor.

(i) Ignition of fireworks or any similar incendiaries within MeadowCreek Subdivision, including but not limited to on Common Areas and individual Lots, is prohibited; provided, that the Board may authorize fireworks at specified Association events in its discretion.

Section 6.12 UTILITIES:

(a) The Subdivision currently has a sewer and water system which provides service connections along the street adjacent to each Lot. Electricity and telephone service is provided by local utilities. The purchaser and Owner of each Lot agrees to use the services so provided and to pay reasonable assessments therefore as provided in Article VIII.

(b) No private septic systems shall be allowed on any Lot. Connections to the community sewer system and the use thereof shall be for sanitary purposes only unless permission for additional use is secured in writing from the governing body of the Association.

(c) Private wells shall not be permitted. "A "well" is defined as an artificial excavation or opening in the ground more than eight (8) feet in vertical depth below land surface used to gain groundwater. Well does not include any test well, monitoring well, observation well or exploratory well more than eight (8) feet in vertical depth below land surface that is constructed for the sole purpose to evaluate the ground water resource or to evaluate contamination of the resource."

(d) Private electrical generating systems shall not be permitted for domestic electrical services except as a backup system in the case of primary electrical service failure.

(e) All connections to the community water and sewer systems and all electrical, television, and telephone systems shall be carried underground across each Lot.

(f) Water meters are required for all residential Lots, including Townhouse Units, Village Units and Multi Family Units; provided, however, that Townhouse Units currently have one meter per building, which is permissible for all currently constructed Townhouse Units, but any new Dwelling Unit, or any Dwelling Unit reconstructed due to major damage or destruction shall have a separate meter for each Dwelling Unit.

Section 6.13 SPECIAL RULES FOR GOLF COURSE AT MEADOWCREEK RESORT ASSOCIATION PROPERTIES: The MeadowCreek Resort Association Properties are private properties within the MeadowCreek Subdivision and trespass is strictly forbidden. Only those persons who pay the required dues and/or fees shall be permitted on the golf course or other MeadowCreek Resort Association Properties at any time, except as otherwise specifically permitted by the MeadowCreek Resort Association.

Section 6.14 SPARK ARRESTORS: Approved spark arrestors will be required on all fireplace flues.

Section 6.15 WATER RIGHTS: All of the waters of the Subdivision, when flowing in their natural channels, including the waters of all natural or man-made springs, lakes, ponds, creeks, etc. within the boundaries of the Existing Properties, are declared to be the property of the Association, and no rights in any such waters shall be deemed to pass with the Deed to any Lot.

Section 6.16 LONG TERM AND SHORT TERM LEASE / RENTAL REQUIREMENTS: The following requirements shall apply to leases of property within MeadowCreek:

(a) Any owner who leases their property for any period of time (long term or short term) shall register with the Association and shall comply with the requirements of the Association Rental Program. Owners who fail to comply with the Rental Program will be subject to fines and possible termination of the right to lease as defined in the Rental Program documents. The Rental Program is designed to protect the health and safety of the community.

(b) All leases of Subdivision interests shall be made expressly subject to this Declaration. Lessor shall retain the power to evict upon the tenant's breach of the provisions of the Declaration.

Section 6.17 COMMON AREAS AND FACILITIES: Nothing shall be altered in, or constructed on, or removed from the Common Areas and Facilities except with the prior written consent of the Association. Except as provided in Section 6.07(d) herein, nothing shall be left or placed on any Common Area and Facility for longer than three (3) days without the prior written consent of the Association. The Board may also, pursuant to Section 4.02(g), enact rules, regulations and operating procedures for the management and protection of the Common Areas and Facilities.

Section 6.18 RURAL ROUTE MAIL AND NEWSPAPER CONTAINERS: Subject to the requirement of the U.S. Postal Service, roadside containers of a standard design approved by the DRC and a placement approved by the DRC and staff will be permitted. Rental boxes are available at the U.S. Post Office in New Meadows, Idaho. At a future date, the Board may vote to approve mail box kiosks to serve Association Members' mail needs.

ARTICLE VII DESIGN REVIEW FOR MEADOWCREEK SUBDIVISION

Section 7.01 PURPOSE AND THEME OF CONTROLS: It is the desire of the Association that design control be implemented for all residential building improvements to insure that the overall excellence of MeadowCreek shall be maintained. To this end a Design Review Committee (hereinafter referred to as the "Committee") has been established pursuant to Section 7.02 of this Article VII to guide the site development and design of all structures in the Subdivision, but specifically excluding those on the MeadowCreek Resort Association Properties, and to aid the residential home builders to discover the opportunities and limitations of their building sites.

All of the residential improvements will be encouraged to offer a diversity of types, sizes and styles of architecture and yet will be required to conform to a total visual homogeneity. Consistent use of earth tone colors and textures, natural woods and masonry materials will be encouraged to enhance the aesthetic features of the buildings in this mountain environment.

No building, wall or other structure shall be commenced, erected, altered, placed or maintained upon any Lot nor shall any exterior addition to or change or alteration therein be made until plans and specifications showing the nature, kind, shape, heights, materials and location of the same have been submitted to and approved in writing by the Design Review Committee.

Section 7.02 DESIGN REVIEW COMMITTEE: The Design Review Committee shall consist of no less than three (3) members nor more than five (5) members, all to be appointed by the Board annually. If any member of the Committee resigns or is unable to act, the Board shall have the right to appoint a replacement. The Board of Directors, by a majority vote, may remove and replace any Design Review Committee member at any time.

Members appointed to the Design Review Committee by the Board of Directors shall be from the membership of the Association. No member of the Committee shall receive any compensation or make any charge for his or her services.

The discretion hereinafter vested in the Committee will be exercised towards the end that high standards of workmanship and quality of materials will be maintained throughout the Subdivision

and that improvements will be in harmony with and complement the natural landscape, topography and flora.

Section 7.03 DOCUMENTATION AND FEES REQUIRED FOR DESIGN APPROVAL:

(a) No single-family residence, exterior remodel or other building, wall, or structure shall be considered or approved by the Design Review Committee until the Lot Owner has submitted the following information to the Committee:

(i) One set of plans and specifications for the proposed improvements, including the type of heating;

(ii) A plot plan of the Lot showing lot corners, north line arrow, easements, and the location of all existing and proposed improvements, including driveways and landscaping, and which also identifies the location, size, and type of all trees proposed to be removed;

(iii) One set of plans showing exterior building elevations from all sides of the improvement;

(iv) A schedule of exterior materials and colors to be used on the proposed improvement, including exterior light fixtures and their placement;

(v) The following completed form, to be obtained from the Design Review Committee: Building Checklist and Form; and,

(vi) The Owner's proposed construction schedule.

(b) Prior to submitting the documentation described at subsection (a) above for review to the Design Review Committee, the Lot Owner shall stake the Lot showing the location of the corners of the Lot, and all corners of the proposed improvements. Additionally, all trees proposed for removal shall be marked.

(c) No single-family residence, exterior remodel of same or other building, wall, or structure shall be considered or approved by the Design Review Committee until the Lot Owner has paid the following fees, as applicable, to the Association:

(i) A refundable construction deposit. This deposit will be returned upon satisfactory completion and inspection of the building site, less the cost of any remedial action required.

(ii) A non-refundable water hookup fee, in those instances where the fee has not been previously paid, and where the proposed improvement requires a water connection.

(iii) A non-refundable sewer hookup fee, in those instances where the fee has not been previously paid, and where the proposed improvement requires a sewer connection.

(iv) A non-refundable water meter fee, in those instances where the fee has not been previously paid, and where the improvement requires a water connection.

All such fees will be determined by the Board of Directors, and periodically reviewed and revised.

Section 7.04 BASIS FOR APPROVAL OR DISAPPROVAL: The Committee shall give its approval for the requested improvement only if:

(a) The Owner or applicant shall have strictly complied with the requirements of Section 7.03 herein; and such Design Rules as may be adopted in accordance with the provisions of this Section 7.04.

(b) The Committee finds that the plans and specifications conform to the requirements of Article VI of this Declaration, and furthermore that the Owner or applicant is in compliance with all of the provisions and requirements of this Declaration in its entirety; provided, however, that the Committee may in its sole discretion make exceptions and grant variances for the purpose of advancing the development of the Subdivision in conformance with the goals and standards of Section 7.01 herein; and,

(c) The members of the Committee, in their sole and reasonable discretion, find that the proposed improvement is compatible with the theme of this Subdivision and with the purposes and intent of this Declaration as a whole as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations.

(d) When a request to the DRC is made for a variance of any of the requirements listed in the CC&R's, the MCPOA management will send a descriptive notification of such request to all property owners (including the MCRA) who own property within 300 feet of the perimeter of the requesting property. The notification would solicit input on the issue from those notified but not request approval. The owners notified of the request will be given a 15 day time limit to voice any concerns before the DRC makes a determination of granting or denying the variance request. Approval is the responsibility of the DRC, with appeals going to the board for denial by the applicant, or dispute of approval by a neighbor.

The Committee may waive submission of plans and specifications for approval where minor construction or a minor addition to an existing structure is involved which does not appear to materially affect the Subdivision.

Consent by the Committee to any matter proposed to it or within its jurisdiction, or failure by the Committee to enforce any violation of these Covenants, Conditions and Restrictions shall not be deemed to constitute a precedent or waiver impairing the Committee's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent or to enforce any subsequent or similar violation of these Covenants, Conditions and Restrictions.

The Committee may from time to time, and in its sole discretion, adopt, amend, and repeal rules and regulations to be known as "Design Rules". Said rules shall interpret and implement the provisions of this Article VII and the Declaration by setting forth in more detail the standards and procedures for any Committee review, including but not limited to consideration of variances and documentation required for design approval. The Board of Directors shall review and approve all new and modified Design Rules prior to their adoption by the Design Review Committee.

Section 7.05 FORM OF APPROVAL OR DISAPPROVAL:

(a) All approvals given under Section 7.04 shall be in writing; provided, however, that as to any request for approval which has not been accepted or rejected within forty five (45) days from the date of submission thereof to the Committee, such approval will not be required and the provisions of this Section will be deemed to have been fully complied with.

(b) Notice of approval or disapproval shall be sent to the Owner in accordance with the provisions of Section 13.07 herein. In disapproving any plans and specifications or other documents, the Committee shall specify in writing the deficiencies it has relied upon in rendering such disapproval and shall give the applicant the right and opportunity to resubmit his plans and specifications or other documents in amended form. If the Owner's documents are submitted in an amended form, the Committee shall thereafter reconsider such documents as if they were being submitted for the first time.

(c) One set of plans and specifications as finally approved or disapproved shall be retained by the Committee as a permanent record.

(d) Nothing contained in this Section shall be deemed to relieve the Owner of any Lot from complying with all of the provisions of this Declaration or with the provisions of all applicable building codes, zoning regulations, or other governmental regulations or laws governing the lands within this Subdivision.

Section 7.06 DISPUTE RESOLUTION: In the case of any challenge to a decision of the Design Review Committee, the decision shall be reviewed by the Board of Directors. In the case of any challenge to a decision of the Board, the decision shall be upheld unless it is found by clear and convincing evidence that the Boards' decision is: (i) in express violation of this Declaration or any other Governing Instruments, rules or regulations; (ii) in express violation of an applicable federal, state, county or district statute, ordinance or regulation; or, (iii) arbitrary, capricious, unreasonable and oppressive. If an Owner does dispute the Board's decision, the provisions of Article XII shall control.

Section 7.07 PROCEEDING WITH WORK: Upon receipt of approval from the Committee pursuant to Section 7.05 above, the Owner shall, as soon as practicable, satisfy all the conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations authorized by such approval, said commencement to be in all cases within one (1) year from the date of such approval. If the Owner shall fail to comply with this Section, any approval given pursuant to Section 7.05 shall be deemed revoked, unless the Committee upon written request of the Owner made prior to the expiration of said one (1) year period extends the time for such commencement. No such extension shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted.

Section 7.08 COMPLETION OF CONSTRUCTION: The Owner shall complete the construction authorized by the approval given in Section 7.05 within one (1) year after commencing construction thereof, except, and only for so long, as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, acts of God, actual inability of the Owner to procure deliveries of necessary materials, or by other forces or persons beyond the control of the Owner to prevent. Financial inability of the Owner or his contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a cause beyond his control.

Section 7.09 FAILURE TO COMPLETE WORK: Any construction which is not completed in a good and workmanlike manner, in substantial conformity to the plans and specifications approved for it by the Committee, within the time limits provided in Section 7.08, and where such failure is not excused by the provisions herein, shall be deemed a nuisance, and the Committee shall have the right to enter upon the premises and to have such incomplete construction removed or to carry such construction forward to completion, the charge for work so performed to be billed to, and paid for, by the Owner or Owners of such Lot, and the Association may bring an action at law against the Owner for the costs and expenses incurred in such removal or completion. Any judgment rendered hereunder shall include interest, reasonable attorneys' fees and Court costs.

Section 7.10 LIABILITY: Neither the Association nor the Design Review Committee nor any of their respective officers, directors, employees or agents shall be responsible or liable to any person for any defects in any plans or specifications submitted, revised or approved under this Article VII nor for any defects in construction performed pursuant to such plans and specifications.

Approval of plans and specifications under this Article VII shall not relieve the Owner of strict compliance with applicable governmental laws or regulations.

ARTICLE VIII COVENANT FOR ASSESSMENTS

Section 8.01 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: Each Owner of any such Lot shall, by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed or other conveyance, be deemed to covenant and agree to pay to the Association: (a) Regular annual assessments or charges; and (b) special assessments as required. Such assessments shall be levied in the proportion set forth at **Exhibit D** attached hereto and incorporated herein by reference. The owners of MeadowCreek Resort Association Properties shall only pay charges for utilities and special assessments as provided at **Exhibit D**. Annual and special assessments, together with such interest thereon, costs of collection and reasonable attorneys' fees as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest or late charges thereon, costs of collection and reasonable attorneys' fees as hereinafter provided shall also be the personal obligation of the person or persons who was or were the Owner(s) of such property at the time when the assessment fell due. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas and Facilities or abandonment of the Lot.

Section 8.02 PURPOSE OF REGULAR ANNUAL ASSESSMENTS: Regular assessments levied by the Association shall be used exclusively to defray expenses attributable to ownership, operation and furnishing of common interests by the Association, to promote the recreation, health, safety and welfare of the Members, and to defray other expenditures incurred by the Association in the performance of its duties as set forth in the Articles, this Declaration and the Association Bylaws. Annual assessments shall be levied for but not limited to the following:

- (a) Maintenance, repair and operation of the Common Areas and Facilities.
- (b) Water, sewer, garbage, electrical, lighting, telephone and other necessary utility service for the Common Areas and Facilities.
- (c) Acquisition of furnishings and equipment for the Common Areas and Facilities as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary for proper use of the facilities.
- (d) Fire and casualty insurance covering the full insurable replacement value of the Common Areas and Facilities, including equipment, with extended coverage.
- (e) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Areas and Facilities. The policy limits shall be set by the Board of Directors of the Association in accordance with the provisions of Section 10.01 herein, and shall be reviewed at least annually and increased or decreased in the discretion of the Board of Directors of the Association.
- (f) Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.

(g) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas and Facilities, for the benefit of Lot Owners, or for the enforcement of these restrictions.

(i) Provision for the possibility that some assessments may not be paid on a current basis.

(j) Provision for reserves to ensure payment when due of the cost of capital expenditures relating to the repair of the Common Areas and Facilities and replacement of the commonly held property described in Section 1.06 and for such other purposes as are required by good business practice.

Section 8.03 INCREASED ANNUAL ASSESSMENTS: The regular annual assessment shall be prescribed by the Board without a vote of the membership in accordance with the Association budget requirements, provided however that the maximum annual assessment may be increased above twenty percent (20%) of that levied for the immediately preceding fiscal year only with the approval of at least two-thirds of Association Members entitled to vote, who vote in person or by proxy at a meeting called for that purpose and/or who vote by written ballot pursuant to Article IV Section 8 of the Bylaws, and when a quorum is represented.

Section 8.04 SPECIAL ASSESSMENTS: In addition to the annual assessment authorized herein the Association may levy in any assessment year a special assessment against all Owners, applicable to that year only for the purpose of defraying, in whole or in part, any inadequacy of the annual assessment, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas and Facilities, including the necessary fixtures and personal property related thereto; provided however that if the special assessment levied to defray the costs of any action or undertaking on behalf of the Association in the aggregate exceeds Five Percent (5%) of the budgeted gross expenses of the Association for that fiscal year, such assessment may not be levied absent the approval of at least two-thirds of Association Members entitled to vote, who vote in person or by proxy at a meeting called for that purpose and/or who vote by written ballot pursuant to Article IV Section 8 of the Bylaws, and when a quorum is represented. See, however, **Exhibit D** with regard to special assessments to the owner of the MeadowCreek Resort Association Properties.

Every special assessment shall be levied upon the same basis as that prescribed for the levying of regular assessments; except as to the limitations of special assessments for MeadowCreek Resort Association Properties provided at **Exhibit D**; and, except that the provisions hereof with respect to special assessments do not apply to an assessment levied by the Board against a Member to reimburse the Association for costs incurred in bringing the Member and his Subdivision interest into compliance with the provisions of this Declaration.

Section 8.05 EFFECT OF NONPAYMENT OF ASSESSMENT; REMEDIES: By acceptance of conveyance of a Lot subject to this Declaration each Lot Owner covenants and agrees to make payment to the Association of assessments levied pursuant hereto promptly as due, and further covenants and agrees to enforcement of such payment, in the event of default, by the remedies provided herein.

(a) **Late Charges And Interest:** Imposition of late charges or interest by the Association for the delinquent payment of regular and special assessments, provided however that the charges so imposed shall be equal to the greater of the following: Twenty-Five Dollars (\$25.00); or, One and One-Half Percent (1.5%) per month computed on the outstanding balance which shall include any late charges previously assessed and unpaid from month to month.

No charge may be imposed more than once for the delinquency of the same payment, provided, however, that the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. The payment of an assessment is not delinquent for the purpose of this Section until at least thirty (30) days following the due date of the assessment. When an assessment is paid more than thirty (30) days after the due date of the assessment, late charges shall accrue from the first day following the due date of the assessment.

The late charge permitted by this Section shall constitute full compensation for any additional bookkeeping, billing, or other administrative costs that may be incurred by the Association as the result of the late payment of an assessment.

(b) **Enforcement By Suit:** By commencement and maintenance of an action at law or in equity against any Owner or owners personally obligated to pay assessments, for collection of such delinquent assessments as to which they are personally obligated. Any judgment rendered hereunder shall include interest, reasonable attorneys' fees and court costs against the delinquent Owner in such amount as the Court may determine. Suit to recover judgment for unpaid assessments may be maintained without foreclosing or waiving the lien hereby created.

(c) **Enforcement by Foreclosure of Lien:** There is hereby created a claim of lien with power of sale to secure payment of any annual or special assessment levied pursuant to this Declaration together with accrued interest, reasonable attorneys' fees and costs. Enforcement of said lien shall be in accordance with the following procedures and the laws of the State of Idaho:

(i) Said lien shall attach to an individual Lot upon recordation by the Association in the Office of the County Recorder of Adams County, Idaho, of the notice of default and claim of lien which shall be executed and acknowledged by any officer of the Association and set forth the name of the defaulting Owner, the amount of the assessment and the other charges properly levied hereunder, the description of the Lot assessed; that the notice of default and claim of lien is made by the Association pursuant to this Declaration; and that a lien is claimed and will be foreclosed against the Lot in an amount equal to the amount stated.

(ii) Upon recordation of a duly executed original or copy of each notice of default and claim of lien, and mailing a copy thereof to the defaulting Owner, first class, postage prepaid, said lien shall immediately attach and become effective. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by law for the foreclosure of a Deed of Trust by exercise of a power of sale contained therein or in the manner provided by law for the enforcement of a judgment; provided, however, that initiation of such foreclosure shall not be commenced prior to fifteen (15) days following delivery to the Lot Owner of said copy of such notice of default and claim of lien. Any action brought to foreclose such lien shall be commenced within one (1) year following such recordation; provided, however, that said period may be extended by the Association for a period not to exceed one (1) additional year by recording a written extension thereof.

(iii) The Association shall have the power to bid at any foreclosure sale, trustee's sale or judgment sale and to purchase, acquire, lease, hold mortgage and convey any interest acquired at such sale subject to the provisions of this Declaration. Reasonable attorneys' fees,

court costs, title search fees, interest, and all other costs and expenses shall be allowed to the extent permitted by law.

(iv) The proceeds of any foreclosure, trustee's or judgment sale provided for in this Declaration shall first be paid to discharge court costs, Court Reporter charges, reasonable attorneys' fees, title costs, and costs of the sale, and all other expenses of the proceedings and sale, and the balance of the proceeds, after satisfaction of such charges and unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. The purchaser at any such sale shall obtain title to the Lot free from the sums claimed, but otherwise subject to the provisions of this Declaration, the Bylaws, and the Rules and Regulations; and no such sale or transfer shall relieve such Lot or the purchaser thereof from liability for any assessments, other payments, or performances thereafter becoming due, or from the lien therefore as provided for herein.

(v) Upon the timely curing of any default for which a notice or claim of lien was filed by the Association, the officers are hereby authorized to record an appropriate release of such lien in the Office of the County Recorder of Adams County, Idaho.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas and Facilities or by abandonment of his Lot. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust placed upon the Subdivision interests of the Owner. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the exercise of a power of sale in any such first mortgage or trust deed or of judicial foreclosure of the first mortgage or trust deed shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer of the Subdivision interest as the result of a foreclosure or exercise of a power of sale shall relieve the new Owner(s) whether it be the former beneficiary of first encumbrance or another person, from liability for any assessments thereafter becoming due or from any lien thereof.

(d) **Suspension:** No Member shall be entitled to vote or be counted for purposes of a quorum unless they are then current in the payment of assessments which have been levied by the Association. Additionally, during any period in which an Owner shall be in default in the payment of any assessment levied by the Association, the Owner's rights as a member of the Association may be suspended in accordance with the provisions of Section 9.02 herein, provided however that the Association shall have no right to interfere with an Owner's right of ingress to or egress from his Lot.

All rights and remedies granted to the Association of this Section 8.05 shall be cumulative and the exercise of one or more rights or remedies shall not constitute a waiver or election preventing the use of other rights or remedies. The Association shall be entitled to collect from a default Owner all costs and attorneys' fees incurred in connection with pursuing the collection of said assessment and/or the enforcement of said lien.

Section 8.06 EXEMPT PROPERTY: The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interests therein dedicated and accepted by the local public authority and devoted to public use; and
- (b) All Common Areas and Facilities as defined in Article I hereof; and,
- (c) All properties exempted from taxation by the laws of the State of Idaho, upon the terms and to the extent of such legal exemption. Notwithstanding any of the provisions hereof, no

land or improvements devoted to dwelling or residential use shall be exempt from said assessments, charges or liens.

ARTICLE IX ENFORCEMENT

Section 9.01 PERSONS ENTITLED TO ENFORCE: The provisions of this Declaration may be enforced by any of the following persons or entities in accordance with the procedures outlined herein:

- (a) The Board of Directors of the MeadowCreek Property Owners' Association;
- (b) The Owner or Owners of any Lot adversely affected, but only after demand made upon each of the aforementioned persons or entities and their failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien herein;

Section 9.02 METHODS OF ENFORCEMENT Subject to the provisions of Section 9.03 herein, the following methods of enforcement may be utilized:

(a) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, or cancellation of any contracts of an executory nature;

(b) Eviction for trespass by police action;

(c) Action by the Design Review Committee, or the MeadowCreek Property Owners' Association, their agents or employees, to restore the portion of the affected property to the condition in which it is required to be kept by the Declaration.

(d) Monetary penalties, fines and temporary suspension from Association membership, in accordance with Article XIV of the Bylaws; 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 disciplinary 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 registered 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, suspension or fine.

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

(iii) Any member challenging the disciplinary 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 disciplinary measure taken by the Board.

Section 9.03 LIMITATIONS ON ENFORCEMENT: All methods of enforcement and discipline 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 on account of the failure of the Owner to comply with provisions of this Declaration or the Rules and Regulations for operation of the Common Areas and Facilities except by judgment of a Court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay annual or special assessments duly levied by the Association.

(b) Late charges for interest levied by the Association against a member for the delinquent payment of regular and special assessments and enforcement assessments or penalties shall not exceed the maximum rates provided in Section 8.05(a) herein, and shall be levied in accordance with the provisions of said Section.

Section 9.04 FEES AND COSTS: Any person or association entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a 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.

Section 9.05 NON-LIABILITY FOR ENFORCEMENT OR FOR NON-ENFORCEMENT: Neither the Design Review Committee nor the Association shall be liable to any person under any of these covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or non-enforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X INSURANCE

Section 10.01 INSURANCE PROVIDED BY THE ASSOCIATION: The Association shall have the authority and responsibility to provide and pay for, on behalf of its members, the Lot Owners, and at all times maintain in effect, policies of insurance as follows:

(a) **Fire and Extended Coverage:** The Association shall purchase and maintain a fire insurance policy insuring the Common Areas and Facilities, including all real and personal property owned by the Association, against loss or damage by fire and other hazards customarily covered by fire insurance policies written with extended coverage. The amount of such insurance shall be not less than One Hundred Percent (100%) of the aggregate replacement value thereof, as determined annually by the Association in conjunction with the insurance company issuing such policy, but shall meet the maximum standards of any institutional Mortgagee. Such policy shall contain malicious mischief and vandalism coverage, together with such other endorsements and adjustment clauses as the Association shall deem appropriate. Such policy shall name as insured the Association as Trustee for the benefit of all Owners and each Mortgagee as their respective interests may appear. Such insurance coverage shall apply severally to each insured and each such policy shall provide that the acts of any insured(s) shall neither prejudice nor destroy the rights of any other insured(s); and,

(b) **General Comprehensive Public Liability:** A general comprehensive public liability insurance against claims for personal or bodily injury, death, or property damage arising from the use and maintenance of the Common Areas or Facilities. Limits of liability under such insurance shall be maintained at safe and prudent levels and reviewed for adequacy by the Board at least once annually. Such liability insurance shall name all Owners, as a class, as additional

insureds and contain appropriate waivers of subrogation against any Owner or member of such Owner's household, and a provision that no act or omission by an Owner, unless acting within the scope of such Owner's authority on behalf of MeadowCreek Subdivision, will void the policy or operate as a condition to recovery by any other person under such policy; and

(c) **Worker's Compensation:** Workers' Compensation Insurance to the extent necessary to comply with any applicable laws; and

(d) **Fidelity Bond:** A Fidelity Bond if deemed necessary or desirable by the Board or if requested by a majority of the Owners. Such Fidelity Bond shall name the signing Directors and Officers of the Association, and such other persons as the Owners may designate, as principal, and the Association and its members as obligees, in an amount at least equal to the total sums collected as assessments during the preceding year; and

(e) **Directors and Officers Liability Insurance:** The Association shall purchase and maintain a Directors and Officers Liability Insurance; and,

(f) Any other insurance the Board may deem necessary or desirable in amounts as it shall determine to fully protect the interests of the Owners.

The Board shall appoint a standing committee to periodically review all policies of insurance as described in this subsection as well as any policies of insurance affecting the Property which are maintained by lessees of Facilities on the Property. All such policies shall be reviewed for their continued validity and sufficiency. Such review shall be conducted annually, unless more frequent review is dictated by the duration of any such policy of insurance. Upon completion of such review, said committee shall advise the Board as to any invalidity or insufficiency of any policy of insurance reviewed. Upon acceptance of said committee's report, the Board shall act as necessary to renew or revise any policy of insurance procured by MeadowCreek, and to demand renewal or revision of any policy of insurance maintained by a lessee(s) of any part of the property.

ARTICLE XI DAMAGE, DESTRUCTION AND EMINENT DOMAIN

Section 11.01 MAINTENANCE AND REPAIRS: Notwithstanding the existence of any insurance covering an Owner, the Association or both, against loss, damage and destruction, the Association and each Owner shall have the affirmative obligation for maintenance as follows:

(a) **Maintenance of the Common Areas and Facilities:** The Common Areas and Facilities shall be maintained in good condition by the Association.

(b) **Owner's Maintenance Obligation:** Each Owner shall maintain his Lot and the improvements thereon, if any, in conformance with the provisions of this Declaration.

Section 11.02 DAMAGE OR DESTRUCTION CONTAINED WITHIN A LOT: In the event any loss, damage or destruction is contained within a Lot and/or improvement upon such Lot and does not affect part of the Common Areas and Facilities, the Owner shall have the sole obligation to repair and restore such structure to the equivalent of its original condition and shall, in the event repair and restoration will change the original appearance of the improvement, submit plans and specifications for the proposed construction to the Design Review Committee in accordance with the provisions of Sections 7.02 and 7.03 herein; provided, however, that in the event construction is to be minor and shall not materially affect the Subdivision, the Design Review Committee may, in accordance with the provisions of Section 7.04, waive such submissions.

In the event damage is to an unimproved Lot, or the Owner shall elect not to restore the improvement, the Owner shall restore the Lot so as to conform with the use provisions of Article VI herein.

Section 11.03 BOARD OF DIRECTORS as Agent: All Owners irrevocably constitute and appoint the Board of Directors as their true and lawful attorney in fact, in their name, place and stead, for the purpose of dealing with the Common Areas and Facilities upon their damage, destruction or condemnation as hereinafter provided.

Section 11.04 DAMAGE OR DESTRUCTION TO THE COMMON AREAS AND FACILITIES; General Authority of BOARD OF DIRECTORS: The Association shall have the exclusive authority and responsibility for the repair, reconstruction or replacement following any loss, damage, or destruction of the Common Areas and Facilities or any portion thereof, including but not limited to the full right to recover and apply proceeds of insurance resulting therefrom and the right to maintain legal action and recover damages for injury thereto. As attorney-in-fact, the Board of Directors shall have the full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interests of an Owner in any Common Areas and Facilities which may be necessary or appropriate to exercise the powers herein granted. The Association shall be entitled to recover from an Owner the cost of any repair or replacement required by reason of damage or destruction caused by such Owner, his family, tenants, guests, servants, invitees or licensees, insofar as such cost is not covered by insurance maintained by the Association and any insurance carrier shall be entitled to such recovery against an Owner by right of subrogation to the Association. Notwithstanding any insurance maintained by the Association, the Owner shall remain liable for intentional or willful actions causing damage to the Common Areas and Facilities or portion thereof.

Section 11.05 FUNDS FOR RECONSTRUCTION: The proceeds of any insurance policy collected shall be available to the Association for the purpose of repair or reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Common Areas and Facilities to substantially the same vertical and horizontal boundaries as before. If the proceeds of the insurance are sufficient to pay the estimated or actual cost of such repair or reconstruction, the Association shall repair and reconstruct the damaged Common Area or Facility, unless at least 75% of the Association Members entitled to vote, who vote in person or by proxy at a meeting called for that purpose and/or who vote by written ballot pursuant to Article IV Section 8 of the Bylaws, and when a quorum is represented, elect not to rebuild. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article 8 hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in that Article. Failure by the membership to approve said special assessment in accordance with the provisions of said Section 8.04 within one hundred and eighty (180) days following the date of such damage or destruction shall be deemed an election not to rebuild. In the event the Association elects not to rebuild by either method provided in this Section 11.05, and unless damage or destruction to the Common Areas and Facilities or portion thereof is so extensive as to seriously compromise the operation and maintenance of the Common Areas and Facilities, the provisions of Section 11.01 shall apply. Notwithstanding the provisions of this Section 11.05, an election not to rebuild shall not be available in the event of damage or destruction to the Subdivision water, sewer and/or road system. The Association shall be required to immediately rebuild or repair said water, sewer and/or road system in accordance with the standards established in this Section 11.05. The Association shall levy a special assessment against

its Members in the proportion provided by **Exhibit D** of this Declaration as necessary to effect the required reconstruction or repair.

Section 11.06 DISTRIBUTION OF PROCEEDS FROM INSURANCE, DAMAGE AWARDS, SALE, OR CONDEMNATION: Proceeds from any of the following sources shall be applied to the Association's Capital Account:

- (a) Any excess insurance proceeds or damage awards in excess of the cost of repair or restoration;
- (b) Any insurance proceeds or damage awards in the event of an election not to rebuild;
- (c) The proceeds of any sale of Common Areas and Facilities, after payment to the holder(s) of any existing encumbrance of record relating to the damaged or destroyed Common Areas and Facilities or portion thereof, in order of priority; and,
- (d) Any condemnation award affecting all or part of the Common Areas and Facilities which is not apportioned among the owners by court judgment or by agreement between the condemning authority and each of the affected Owners in the Subdivision.

Section 11.07 ENFORCEMENT BY MORTGAGEES: The provisions of this Article XI are intended to benefit and protect first Mortgagees as well as Owners, and may be enforced by any first Mortgagee.

ARTICLE XII DISPUTE RESOLUTION AND LIMITATION ON LITIGATION

Section 12.01 AGREEMENT TO ENCOURAGE RESOLUTION OF DISPUTES WITHOUT LITIGATION:

(a) The Association and its officers, directors, all Members, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving MeadowCreek Subdivision without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b) unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 12.02 in a good faith effort to resolve such Claim.

(b) As used in this Article, the term "Claim" shall refer to any claim, tort claim, grievance or dispute arising out of or relating to discretionary decisions of the Design Review Committee, the interpretation, application or enforcement of the Governing Instruments, and the rights, obligations and duties of any Bound Party under the Governing Instruments. The term "Claim" shall specifically not apply to any of the following: any suit by the Association to collect Assessments or other amounts due from any Owner; any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Governing Instruments; and, any suit by the Association to enjoin a continuing violation of or to enforce the provisions of the Governing Instruments.

Section 12.02 DISPUTE RESOLUTION PROCEDURE:

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly

and concisely: the nature of the Claim, including the person involved and the Respondent's role in the Claim; the legal basis of the Claim (i.e. the specific authority out of which the claim arises); the Claimant's proposed resolution or remedy; and, the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) **Negotiation.** The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) **Mediation.** If the parties have not resolved the Claim through negotiation within 30 days after the date of the Notice (or within such other time period as the parties may mutually agree upon), the Claimant shall have 45 additional days to submit the Claim to mediation with a mutually acceptable individual providing dispute resolution services in Idaho. If the Claimant does not submit the claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the claim, and the Respondent shall be relieved of any and all liability to the Claimant on account of such Claim.

If the Parties do not settle the Claim in mediation, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit.

Each party shall bear its own costs of the mediation, including attorney's fees, and each Party shall share equally all fees charged by the mediator, unless it is determined that one party is the prevailing party, in which case the non-prevailing party shall bear the cost of all attorney's fees and mediation fees of the prevailing party.

(d) **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, the other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set for this in this Section. In such event the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover for the non-complying party (or if more than one non-complying party, from all such parties) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 13.01 BINDING EFFECT: The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitudes for the protection and benefit of each Lot in the Subdivision and of the Owners thereof and for the benefit of the Subdivision as a whole. Each grantee of a conveyance or purchaser under a contract of sale, by accepting a deed or contract of sale, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them.

Section 13.02 TERM: The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years, unless otherwise agreed to in writing by the then Owners of at least three-quarters of the Subdivision Lots.

Section 13.03 AMENDMENT: This Declaration may be amended only with the approval of at least two-thirds of Association Members entitled to vote, who vote in person or by proxy at a meeting called for that purpose and/or who vote by written ballot pursuant to Article IV, Section 8 of the Bylaws, and when a quorum is represented.

Notwithstanding the above provisions, the percentage of voting power necessary to amend a specific Section or provision of this Declaration shall not be less than the percentage of affirmative votes prescribed for action to be taken under that provision. Any amendment to this Declaration must be recorded in the Office of the County Recorder, Adams County, Idaho.

Section 13.04 CONFLICTS: In the event of any inconsistency between the Bylaws or the Articles and this Declaration, the Declaration shall control.

Section 13.05 EFFECT OF SECURITY INTERESTS: None of the provisions of this Declaration shall in any way reduce the security or defeat or render invalid the lien of any mortgage or the title held under any Deed of Trust now or hereafter placed on any part of the Subdivision. If, however, any portion of the said property is sold under foreclosure of any mortgage or Deed of Trust or the power of sale therein, the party acquiring title at such foreclosure or sale and his successors shall hold all property so acquired subject to all the terms and conditions thereof.

Section 13.06 SEVERABILITY: Invalidation of any one or more of the covenants, conditions or restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions which shall remain in full force and effect.

Section 13.07 NOTICES: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first class postage paid, to the last known address of the person who appears as Owner or Member on the records of the MeadowCreek Property Owners' Association.

Section 13.08 APPLICATION OF DECLARATION: The provisions of this Declaration shall apply to all parts of the Subdivision, where applicable, and not to just the Lots, and shall further apply to all persons (not just the Owner) on any part of the Subdivision. It shall be the responsibility of the Owners of the subject Lots within the Subdivision to make sure that their tenants, if any, are fully aware of and abide by all of the conditions set forth in this Declaration at all times.

Section 13.09 NON-DISCRIMINATION: No Owner, or his broker or other agent advertising his property for lease, sale or occupancy, shall make any reference to, or discriminate on the basis of race, sex, national ancestry, color or religion; nor in leasing, renting or selling shall any such Owner inquire into, or discriminate or refuse to negotiate, or offer different terms, on the basis of the race, sex, national ancestry, color or religion of the prospective tenant or buyer.

Section 13.10 NOTIFICATION OF SALE: No later than fifteen (15) days before the voluntary or involuntary sale or transfer of any interest under circumstances whereby the transferee becomes the Owner thereof, the transferor shall provide notification to the Association and to the Beneficiary under the purchase deed of trust, if any, in writing and in whatever form, if any, required by the Association, of such proposed sale or transfer and evidence of notice to the Beneficiary under the purchase deed of trust. Such notice shall set forth (a) the name and address of the transferee and transferor; and (b) the date of proposed sale or transfer, and proof by transferor of the fact that all documents required by law to be provided to the transferee have been so provided. The Association shall not be required to recognize the transferee for any purpose unless such notification is provided by either transferee or transferor. Prior to receipt of any such notification by MeadowCreek, any and all communications required or permitted to be given by

the Association shall be deemed duly given and made to the transferee if duly and timely made and given to such transferee's transferor.

Section 13.11 NOTIFICATION OF LEASE OF PROPERTY: Owners who lease or rent their property for any period of time (long term or short term) are required to register with the Association as provided at Section 6.16 above.

IN WITNESS WHEREOF the undersigned (i) certify and attest that, pursuant to Section 13.03 of the Declaration, the foregoing SEVENTH AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MEADOWCREEK SUBDIVISION has been approved by at least two-thirds (2/3) of those members present or represented by ballot or proxy at a meeting of the membership held on June 6, 2020 which was scheduled for the purpose of considering such amendments, at which a quorum was present; and, (ii) confirm that the foregoing SEVENTH AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MEADOWCREEK SUBDIVISION shall replace and supersede all prior Declarations of Protective Covenants, Conditions, and Restrictions for MeadowCreek Subdivision; and, (iii) execute this Declaration effective the date signed by all parties below.

MEADOWCREEK PROPERTY OWNERS' ASSOCIATION, INC.

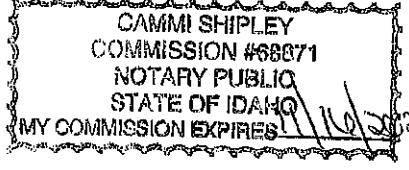
By: [Signature]
James Atkinson President

By: [Signature]
MARK MARTINDALE, Secretary

STATE OF IDAHO,)
(ss
County of Adams .)

On this 10th day of June, 2020 before me, a Notary Public in and for said State, personally appeared James Atkinson, **PRESIDENT** of MEADOWCREEK PROPERTY OWNERS' ASSOCIATION, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for and on behalf of said corporation.

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: 308 Virginia New Meadows Dr
My Commission Expires: 11/16/2022

STATE OF IDAHO,)
(SS
County of Ada .)

On this 11th day of June, 2020, before me, a Notary Public in and for said State, personally appeared Mark Martindale, SECRETARY of MEADOWCREEK PROPERTY OWNERS' ASSOCIATION, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for and on behalf of said corporation.

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

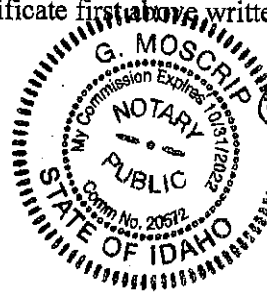

G. MOSCRIP
NOTARY PUBLIC FOR IDAHO
Residing at: Ada County
My Commission Expires: 10/31/22

EXHIBIT A
EXISTING PROPERTIES
TO WHICH MEMBERSHIP IN THE MEADOWCREEK PROPERTY OWNERS
ASSOCIATION, INC. IS APPURTENANT

- 1. PHASE I:** Parcels of land located in Sections 1, 2, and 11, Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho, more particularly described as follows:

All Lots within MeadowCreek Subdivision and Parcel "C" as shown on the Official Plat of MeadowCreek Subdivision, Adams County, Idaho, as set forth in Book 1 Plats page 48, records of Adams County, Idaho; including Lot 1, Block 6 which was replatted into Lot 30, Little Salmon River Estates as recorded in Book 2, Page 18 with the Adams County, Idaho Recorder as Instrument No. 90960. See also Instrument No. 120309 recorded in Adams County, Idaho.

EXCEPTING from the said MeadowCreek Subdivision the following Parcel: PARCEL "B".

- 2. PHASE II:** Parcels of land located in Sections 1, 2, and 11, Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho, more particularly described as follows:

All Lots within MeadowCreek Subdivision No. 2 as shown on the Official Plat of MeadowCreek Subdivision No. 2 as recorded in Book 2 Plats page 2, records of Adams County, Idaho;

EXCEPTING from the said MeadowCreek Subdivision No. 2 the following Parcel: PARCEL "B";

EXCEPTING from the said MeadowCreek Subdivision No. 2 the following Lots: Lots 1-9, Block 15; Lots 1-27, Block 16; Lots 1-12, Block 17; Lot 1, Block 18, which lots were replatted on the Official Plat of The Highlands Above MeadowCreek as recorded in Book 3 Plats page 4, records of Adams County, Idaho, pursuant to Agreement Containing Grants of Easement recorded as Instrument No. 101553, records of Adams County, Idaho.

- 3. PHASE III:** Parcels of land located in Sections 11 and 12, Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho, more particularly described as follows:

All Lots within MeadowRidge Estates as shown on the Official Plat of MeadowRidge Estates, previously known as Kimberland Meadows Subdivision No. 3, Amended, as set forth on the official plat Recorded in Book 2 of Plats, Page 8, records of Adams County, Idaho;

EXCEPTING from the said MeadowRidge Estates the following Parcels: PARCELS "D", "E", "F-2", "G", "H", "J", "K", "L", "P", "Q", "R", "W", "X", "Y" and "Z".

AND EXCEPTING from said MeadowRidge Estates the following: NEW PARCEL B, NEW PARCEL C, and NEW PARCEL A-1 of MeadowRidge Estates, as shown on that

certain Record of Survey recorded with the Adams County, Idaho Recorder as Instrument No. 129663, and more particularly described at **Exhibits B-1, B-2 and B-3.**

AND SPECIFICALLY INCLUDING the following: NEW PARCEL A of MeadowRidge Estates, as shown on that certain Record of Survey recorded with the Adams County, Idaho Recorder as Instrument No. 129663, which is commonly known as the Clubhouse Property and more particularly described at **Exhibit C-1.**

AND SPECIFICALLY INCLUDING all Lots within MeadowCreek Subdivision No. 3, formerly known as Kimberland Meadows Subdivision No. 3 as per name change recorded as Instr. No. 84350, and as set forth on the plat of said Subdivision on file and of record in the Adams County Recorder's office in Book 1 Plats page 51, records of Adams County Idaho;

EXCEPTING from the said MeadowCreek Subdivision No. 3, the following Lot: Lot 9, Block 21, MeadowCreek Subdivision No. 3.

4: MEADOWCREEK VILLAGE: Parcels of land located in Sections 11 and 12, Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho, more particularly described as follows:

All Lots within MeadowCreek Village as shown on the Official Plat of MeadowCreek Village, as set forth on the official plat Recorded as Instrument No. 102152, Book 3 of Plats, Page 5, records of Adams County, Idaho.

5: FAIRWAYS AT MEADOWCREEK CONDOMINIUMS AND MEADOWRIDGE ESTATES: Parcels of land located in Section 11, Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho, more particularly described as follows:

All Lots and/or Units within Parcel F-1 as shown on the Amended Plat of Kimberland Meadows Condominiums, Inc., Phase I, appearing in the records of Adams County, Idaho, in Book 2 Plats, page 12, and as defined for MeadowRidge Estates, aka Kimberland Meadow Subdivision No. 3 Amended, recorded as Instrument No. 83905 and First Amended Plat recorded Jan 10, 1995 in Book 2 Plats, page 15, as Instrument No. 87255, containing approximately 2.056 acres.

6: LOT 16, LITTLE SALMON RIVER ESTATES as shown on the official plat recorded October 15, 1996 in Book 2, page 18, Adams County, Idaho as Instrument No. 90960. See also Instrument No. 90373 recorded in Adams County, Idaho for Easement and Agreement.

EXHIBIT B
MEADOWCREEK RESORT ASSOCIATION, INC. PROPERTIES

PARCEL 1.

Parcel B, Block 13 of MeadowCreek Subdivision No. 2 formerly known as Kimberland Meadows Subdivision No. 2 as per name change recorded as Instr. No. 84350 and as set forth on the plat of said Subdivision on file and of record in the Adams County Recorder's office Book 2 of Plats at page 2, Adams County, Idaho.

PARCEL 2.

Lot 99-A, aka Lewis Creek Court, and Lot 99-B, aka River Ranch Circle, as shown on the official plat of MeadowCreek River Ranch on file in the County Recorder's office in Book 3 of Plats, page 3, Adams County, Idaho.

PARCEL 4.

Parcels D, E, F-2, G, H, Q, R, W, X, Y and Z of MeadowRidge Estates, also known as Kimberland Meadows Subdivision No. 3, Amended, as set forth on the official plat recorded in Book 2 of Plats page 8, records of Adams County, Idaho.

A portion of parcel K of MeadowRidge Estates, also known as Kimberland Meadows Subdivision No. 3, Amended, as set forth on the official plat recorded in Book 2 of Plats page 8, records of Adams County, Idaho, described as follows:

A parcel of land situate in Section 11, T.19N., R.1 E., B.M., Adams County, Idaho, being the northerly portion of Parcel K, MeadowRidge Estates, as shown on the official plat thereof recorded as Instrument No. 83905, in Book 2, on Page 8 of Plats, in the Office of the Recorder of Adams County, Idaho, more particularly described as follows:

Commencing at a 5/8" rebar on the northerly right-of-way of Brookside Drive, marking the southerly corner common to Parcels E and K, MeadowRidge Estates, as shown on the official plat thereof recorded as Instrument No. 83905, in Book 2, on Page 8 of Plats, in the Office of the Recorder of Adams County, Idaho; Thence N 23°24'05"W, 746.63 feet along the boundary common to said Parcel E and K, to a 5/8" rebar, the REAL POINT OF BEGINNING; thence, continuing N23°24'05"W, 288.46 feet along the boundary common to Parcels E and K, MeadowRidge Estates, as shown on the official plat, thereof recorded as Instrument No. 83905, in Book 2, on Page 8 of Plats, in the Office of the Recorder of Adams County, Idaho to a 5/8" rebar; thence N06°54'40"W, 166.21 feet along said common boundary, to a 5/8" rebar; thence N75°57'49"W, 61.85 feet along said common boundary, to a 5/8" rebar; thence N18°26'07"W, 173.93 feet along said common boundary to a 5/8" rebar; thence N28°42'29"W, 194.33 feet along said common boundary, to a 5/8" rebar marking the westerly corner common to Parcels D and K, of said MeadowRidge Estates; thence N61°35'10"E, 210.77 feet along the boundary common to said Parcels D and K, to a 5/8" rebar; thence S32°56'57"E, 573.21 feet along said common boundary, to a 5/8" rebar; thence N52°05'35"E, 171.64 feet along said common boundary, to a 5/8" rebar; thence N15°18'37"E, 54.12 feet along said common boundary, to a 5/8" rebar on the boundary of Parcel F-2, of said MeadowRidge Estates; thence S74°41'21"E, 50.00 feet along the boundary common to said Parcels F-2 and K, to a 5/8" rebar on the westerly

boundary of Parcel H, of said MeadowRidge Estates; thence S15°18'39"W, 460.65 feet along the boundary common to said Parcels H and K to a 5/8" rebar; thence S62°44'41"E, 185.61 feet along said common boundary, to a 5/8" rebar; thence S01°28'08"W, 195.06 feet along said common boundary, to a 5/8" rebar; thence N14°15'09"W, 186.75 feet to a 5/8" rebar; thence S82°56'14"W, 234.53 feet to a 5/8" rebar; thence N75°52'50"W, 115.19 feet, to the POINT OF BEGINNING.

ALSO EXCEPTING a parcel of land which comprises all that portion of Parcel H now included and platted as MeadowCreek Village Planned Unit Development, Adams County, Idaho as set forth on the official plat thereof recorded in Book 3 of Plats, Page 5 in the Adams County Recorder's Office.

PARCEL 6

Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho. Section 11: All that part of the SE1/4, NE1/4 lying South of MeadowCreek Village Planned Unit Development, Adams County, Idaho and East of the County Road known as Hot Springs Road as now established.

Section 12: W1/2, NW1/4 EXCEPTING THEREFROM Lots 1 through 5 of MeadowCreek River Ranch as shown in Book 3 of Plats, page 5, records of Adams County, Idaho.

ALSO EXCEPTING THEREFROM Lots 1 through 21 of MeadowCreek Planned Unit Development and all common areas as shown in Book 3 of Plats, page 5, records of Adams County, Idaho.

ALSO EXCEPTING THEREFROM all that part of the SE1/4, NE1/4 Section 11 and the SW1/4, NW1/4 of Section 12 lying Southerly of Parcel 99-A also known as Lewis Creek Court as shown on the official plat of MeadowCreek River Ranch on file in the County Recorder's office in Book 3 of Plats, page 3, Adams County, Idaho and East of Hot Springs Road.

NEW PARCEL B of MeadowRidge Estates, as shown on that certain Record of Survey recorded with the Adams County, Idaho Recorder as Instrument No. 129663, which is commonly referred to as the Parking Lot parcel, and more particularly described at **Exhibit B-1**.

NEW PARCEL C of MeadowRidge Estates, as shown on that certain Record of Survey recorded with the Adams County, Idaho Recorder as Instrument No. 129663, which is commonly referred to as the Tennis Court parcel, and more particularly described at **Exhibit B-2**.

NEW PARCEL A-1 of MeadowRidge Estates, as shown on that certain Record of Survey recorded with the Adams County, Idaho Recorder as Instrument No. 129663, which is commonly referred to as the Putting Green Sliver, and more particularly described at **Exhibit B-3**.

**EXHIBIT C
COMMON AREAS**

1. **TRAP SHOOT PARCEL:** Parcel "V" as shown on the official Plat of MeadowRidge Estates, previously known as Kimberland Meadows Subdivision No. 3, Amended, as set forth on the official plat Recorded in Book 2 of Plats, Page 8, records of Adams County, Idaho.
2. **MAINTENANCE / SEWER LAGOON AREA:** The S $\frac{1}{2}$ S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 12, Township 19 North, Range 1 East, B.M., Adams County, Idaho. (Approximately 5 acres.)
3. **LAND APPLICATION FIELD:** That certain real property located in Adams County, Idaho, more particularly described as follows: Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho, Section 12: NW $\frac{1}{4}$ SW $\frac{1}{4}$ excepting therefrom the S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$. (Approximately 35 acres.)
4. **PUMP HOUSE PARCEL:** Parcel "M" as shown on the official Plat of MeadowRidge Estates, previously known as Kimberland Meadows Subdivision No. 3, Amended, as set forth on the official plat Recorded in Book 2 of Plats, Page 8, records of Adams County, Idaho.
5. **WATER STORAGE SITE (MEADOWCREEK MAINTENANCE PARCEL):**

A parcel of land situate in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11, T. 19 N., R. 1 E., B.M., being a portion of Parcel L, MeadowRidge Estates, as shown on the official plat thereof recorded as Instrument Number 83905 in the office of the Recorder of Adams County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the corner common to Sections 1, 2, 11 and 12, T. 19 N., R. 1 E., B.M., Adams County, Idaho; thence, S. 00° 27' 20" E., 530.30 feet along the line common to said Sections 11 and 12; thence, S. 89° 53' 05" W., 123.19 feet to the west right-of-way of Hot Springs Road; thence, 97.48 feet along a non-tangent curve to the left whose long chord bears S. 05° 23' 04" E., 97.35 feet, whose radius is 530.00 feet and delta angle is 10° 32' 19" along said right-of-way; thence, 93.82 feet along a non-tangent curve to the right whose long chord bears S. 04° 56' 07" E., 93.66 feet, whose radius is 470.00 feet and delta angle is 11° 26' 13" along said right-of-way; thence, S. 00° 46' 59" W., 264.39 feet along said right-of-way to a $\frac{1}{2}$ " rebar marking the south east corner of Parcel M, said MeadowRidge Estates, the REAL POINT OF BEGINNING: Thence, continuing S. 00° 46' 59" W., 80.00 feet to a $\frac{1}{2}$ " x 24" rebar, Thence, West, 80.69 feet to a $\frac{1}{2}$ " x 24" rebar, Thence, N. 08° 14' 12" E., 80.82 feet to a $\frac{1}{2}$ " x 24" rebar at the south west corner of said Parcel M, Thence, East, 70.20 feet to the Point of Beginning, containing 0.138 acres, more or less. Bearings based on the plat of MeadowRidge Estates.

6. **WELL PARCEL SOUTH:** Parcel "AA" as shown on the official Plat of MeadowRidge Estates, previously known as Kimberland Meadows Subdivision No. 3, Amended, as set forth on the official plat Recorded in Book 2 of Plats, Page 8, records of Adams County, Idaho.
7. **WELL PARCEL NORTH:** Parcel "N" as shown on the official Plat of MeadowRidge Estates, previously known as Kimberland Meadows Subdivision No. 3, Amended, as set forth on the official plat Recorded in Book 2 of Plats, Page 8, records of Adams County, Idaho.
8. **FUTURE WELL SITE:** Lot 1, Block 10, MeadowCreek Subdivision, Adams County, Idaho, as set forth in Book 1 Plats page 48, records of Adams County, Idaho.
9. **45TH PARALLEL ROAD EASEMENT:** The right-of-way of Forty-Fifth Parallel Drive, as said Forty-Fifth Parallel Drive is shown on the official plat of MeadowCreek Subdivision, Adams County, Idaho, as recorded in Book 1 Plats page 48, records of Adams County, Idaho.
10. **CLUBHOUSE PROPERTY:** New Parcel A of MeadowRidge Estates, as shown on that certain Record of Survey recorded with the Adams County, Idaho Recorder as Instrument No. 129663, and as more particularly described at **Exhibit C-1**.
11. **SEWER ACCESS PROPERTY:** Lot 9, Block 21, MeadowCreek Subdivision No. 3, Adams County, Idaho, as set forth in Book 1 Plats page 51, records of Adams County Idaho.
12. **WATER TANK PARCEL (LITTLE SALMON RIVER ESTATES):**
A parcel of land situate in the SE¼ of the NW¼ and the SW¼ of the NE¼ of Section 2, T. 19 N., R. 1 E., B.M., Adams County, Idaho, more particularly described as follows:

Commencing at the Center ¼ Corner of Section 2, T. 19 N., R. 1 E., B.M., Adams County, Idaho, said Center ¼ Corner being a point on the northerly boundary of Kimberland Meadows Subdivision Phase 1 as shown on the official plat thereof on file in the office of the Recorder of Adams County, Idaho, in Plat Book 1, on Page 48 as Instrument Number 63559; thence, S. 88° 35' 29" W., 239.99 feet along said northerly boundary to its intersection with the northerly right-of-way line of Syringa Drive; thence, 11.08 feet along a non-tangent curve to the right whose long chord bears S. 87° 10' 39" E., 11.07 feet, whose radius is 75.00 feet and delta angle is 08° 27' 47" along said northerly right-of-way; thence, S. 82° 56' 45" E., 288.46 feet along said northerly right-of-way; thence, 25.04 feet along a curve to the right whose radius is 125.00 feet and delta angle is 11° 28' 42" along said northerly right-of-way; thence 56.06 feet along a non-tangent curve to the left whose long chord bears N. 15° 28' 11" W., 52.82 feet, whose radius is 47.23 feet and delta angle is 68° 00' 16"; thence, N. 49° 28' 19" W., 89.90 feet; thence, 115.88 feet along a curve to the right whose radius is 600.00 feet and delta angle is 11° 03' 57"; thence, N. 38° 24' 22" W., 152.17 feet; thence, 164.72 feet along a curve to the right whose radius is 390.00 feet and delta angle is 24° 12' 00"; thence, N. 75° 47' 38" E., 25.00 feet to a ½" rebar marking the REAL POINT OF BEGINNING:
Thence, N. 00° 00' 18" W., 132.00 feet to a ½" rebar,

thence, N. 89° 59' 36" E., 65.00 feet to a ½" rebar,
thence, S. 00° 00' 18" E., 132.00 feet to a ½" rebar,
thence, S. 89° 59' 36" W., 65 feet to the Point of Beginning, containing 0.197 acres,
more or less.

13. WATER TANK PARCEL & EASEMENTS (HIGHLANDS ABOVE MEADOWCREEK):

WATER TANK PARCEL:

A parcel of land situate in the NW¼ of Section 11, T. 19 N., R. 1 E., B.M., Adams County, Idaho, more particularly described as follows:

Commencing at a ½" rebar marking the westerly corner common to Lots 3 and 4, Block 29, MeadowRidge Estates, as shown on the official plat thereof on file in the office of the Recorder of Adams County, Idaho as Instrument Number 83905; Thence, N. 60° 15' 00" W., 281.60 feet across Lot 1, The Highlands Above MeadowCreek, as shown on the official plat thereof on file in the office of the Recorder of Adams County, Idaho; to the centerline of Eagle Feather Road; thence, 117.00 feet along a non-tangent curve to the left whose long chord bears S. 34° 27' 49" W., 115.93 feet, whose radius is 250.00 feet and delta angle is 26° 48' 49"; thence, N. 84° 52' 47" W., 197.63 feet across Lot 8 of said The Highlands Above MeadowCreek; thence, 106.55 feet along a curve to the left whose radius is 300.00 feet and delta angle is 20° 20' 55" to the center line of Fox Run; thence, 110.73 feet along a curve to the right whose radius is 75.00 feet and delta angle is 84° 35' 42"; thence, 413.58 feet along a curve to the left whose radius is 600.00 feet and delta angle is 39° 29' 38"; thence, 175.82 feet along a curve to the left whose radius is 185.00 feet and delta angle is 54° 27' 14"; thence, S. 24° 34' 52" E., 25.00 feet to the northerly corner of the water tank parcel of land, the REAL POINT OF BEGINNING:

Thence, S. 44° 30' 00" E., 99.93 feet,
thence, S. 66° 28' 00" W., 116.78 feet,
thence, N. 16° 44' 00" W., 89.44 feet to the southerly right-of-way of Fox Run,
thence, 70.60 feet along said right-of-way on a non-tangent curve to the right whose long chord bears N. 62° 48' 33" E., 70.58 feet, whose radius is 775.00 feet and delta angle is 05° 13' 11" to the Point of Beginning, containing 0.197 acre, more or less
Bearings based on plat of MeadowRidge Estates.

AND,

EASEMENT FOR WATER TANK PARCEL:

A 30.00 wide maintenance and repair easement for a water line situate in the NW¼ of Section 11, T. 19 N., R. 1 E., B.M., Adams County, Idaho, lying 15.00 feet on each side of the following described center line;

Commencing at a ½" rebar marking the westerly corner common to Lots 3 and 4, Block 29, MeadowRidge Estates, as shown on the official plat thereof on file in the office of the Recorder of Adams County, Idaho as Instrument Number 83905, the REAL POINT OF BEGINNING:

Thence, N. 60° 15' 00" W., 281.60 feet acre. Lot 1, The Highlands AboveMeadowCreek, as shown on the official plat thereof on file in the office of the Recorder of Adams County, Idaho, to the centerline of Eagle Feather Road,
thence, 117.00 feet along a non-tangent curve to the left whose long chord bears S. 34° 27' 49" W., 115.93 feet, whose radius is 250.00 feet and delta angle is 26° 48' 49",
thence, S. 84° 52' 47" W., 197.63 feet across Lot 8, said The Highlands Above MeadowCreek,
thence, 106.55 feet along a curve to the left whose radius is 300.00 feet and delta angle is 20° 20' 55", to the centerline of Fox Run,
thence, 110.73 feet along a curve to the right whose radius is 75.00 feet and delta angle is 84° 35' 42",
thence, 413.58 feet along a curve to the left whose radius is 600.00 feet and delta angle is 39° 29' 38",
thence, 175.82 feet along a curve to the left whose radius is 185.00 feet and delta angle is 54° 27' 14",
thence, S. 24° 34' 52" E., 25.00 feet to the northerly corner of the water tank parcel of land.

Also, a 50.00 foot wide access easement for access to the water line and water tank Parcel A situate in the NW¼ of Section 11, T. 19. N., R. 1 E., B.M., Adams County, Idaho, lying 25.00 feet on each side of the following described center line;

Commencing at the point where the center line of Eagle Feather Road intersects the northerly boundary of The Highlands Above MeadowCreek, as shown on the official plat thereof on file in the office of the Recorder of Adams County, Idaho, the REAL POINT OF BEGINNING:

Thence, southerly along the center line of said Eagle Feather Road to its intersection with the center line of Fox Run,
thence, westerly along the center line of said Fox Run to its intersection with the extended westerly boundary of Parcel A, the water tank parcel, as shown on said plat of The Highlands Above MeadowCreek, the Point of Ending,

Bearings based on plat of MeadowRidge Estates.

AND,

ADDITIONAL EASEMENTS FROM PAYETTE RIVER DEVELOPMENT COMPANY, INC.:

Easement for placement of an additional above ground storage facility for domestic water and all associated treatment equipment, pipes, conduits and facilities necessary for said use to be placed upon that portion of Lot 9, The Highlands Above MeadowCreek, Adams County, Idaho, described as Exhibit "A" in Instrument No. 98796, record of Adams County, Idaho. The terms and conditions of the placement of said water facility shall be identical with those terms set forth in Instrument No. 98796; and,

Easement for ingress and egress over and across the roadways of Phase II of The Highlands Above MeadowCreek, Adams County, Idaho, for access for maintenance, replacement, repair and construction of the above referred to water facilities;

Both pursuant to that certain Agreement Containing Grants of Easement, recorded as Instrument No. 101553, Records of Adams County, Idaho.

- 14. PHASE I ROADS AND UTILITIES:** Parcels of land located in Sections 1, 2, and 11, Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho, more particularly described as follows:

All Street rights-of-way and Parcel "C" as shown on the Official Plat of MeadowCreek Subdivision, Adams County, Idaho, as set forth in Book 1 Plats page 48, records of Adams County, Idaho; and,

All sewer and water pipelines and appurtenant easements not dedicated to the public but reserved forever for public utility purposes as shown on the Official Plat of MeadowCreek Subdivision, Adams County, Idaho, as set forth in Book 1 Plats page 48, records of Adams County, Idaho.

AND,

An easement for ingress and egress, for installation, repairs, maintenance and occupancy thereon of an existing water tank, water booster pumping system, television receiving equipment and appurtenances related thereto, as described in Instruments 90372 and 90373 recorded 07/22/96 in the Adams, County, Idaho Recorder's Office.

- 15. PHASE II ROADS AND UTILITIES:** Parcels of land located in Sections 1, 2, and 11, Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho, more particularly described as follows:

All Street rights-of-way as shown on the Official Plat of MeadowCreek Subdivision No. 2 as recorded in Book 2 Plats page 2, records of Adams County, Idaho; and,

All sewer and water pipelines and appurtenant easements not dedicated to the public but reserved forever for public utility purposes as shown on the Official Plat of MeadowCreek Subdivision No. 2 as recorded in Book 2 Plats page 2, records of Adams County, Idaho.

EXCEPTING THEREFROM All right title and interest to all platted roads adjacent to the following described lots in MeadowCreek Subdivision #2 except Lupine Drive; and that part of Boros Road located between Sorrel Drive and the western lot line of Lot 2, Block 18 MeadowCreek Subdivision #2: Lots 1-9, Block 15; Lots 1-27, Block 16; Lots 1-12, Block 17; Lot 1, Block 18, pursuant to that certain Quitclaim Deed recorded as Instrument No. 101552, records of Adams County, Idaho, and that certain Agreement Containing Grants of Easement recorded as Instrument No. 101553, records of Adams County, Idaho.

16. **PHASE III ROADS AND UTILITIES:** Parcels of land located in Sections 11 and 12, Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho, more particularly described as follows:

All Street rights-of-way as shown on the Official Plat of MeadowRidge Estates, previously known as Kimberland Meadows Subdivision No. 3, Amended, as set forth on the official plat Recorded in Book 2 of Plats, Page 8, records of Adams County, Idaho; and,

All sewer and water pipelines and appurtenant easements not dedicated to the public but reserved forever for public utility purposes as shown on the Official Plat of MeadowRidge Estates, previously known as Kimberland Meadows Subdivision No. 3, Amended, as set forth on the official plat Recorded in Book 2 of Plats, Page 8, records of Adams County, Idaho.

AND,

An easement for ingress and egress, for installation, repairs, maintenance and occupancy thereon of a water storage tank, connecting water transmission lines and appurtenances thereto, as described in paragraph 12 of this Exhibit C.

17. **MEADOWCREEK VILLAGE UTILITIES:** Parcels of land located in Sections 11 and 12, Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho, more particularly described as follows:

All sewer and water pipelines and appurtenant easements not dedicated to the public but reserved forever for public utility purposes as shown on the Official Plat of MeadowCreek Village, as set forth on the official plat Recorded as Instrument No. 102152, Book 3 of Plats, Page 5, records of Adams County, Idaho.

18. **FAIRWAYS AT MEADOWCREEK CONDOMINIUMS UTILITIES:** Parcels of land located in Section 11, Township 19 North, Range 1 East, Boise Meridian, Adams County, Idaho, more particularly described as follows:

All sewer and water pipelines and appurtenant easements not dedicated to the public but reserved forever for public utility purposes as shown on the Amended Plat of Kimberland Meadows Condominiums, Inc., Phase I, appearing in the records of Adams County, Idaho, in Book 2 Plats, page 12, and as defined for MeadowRidge Estates, aka Kimberland Meadow Subdivision No. 3 Amended, recorded as Instrument No. 83905 and First Amended Plat recorded Jan 10, 1995 in Book 2 Plats, page 15, as Instrument No. 87255.

19. **TAX PARCEL NO. RP 19N01E123705A - Application Land containing 15.77 acres** and more particularly described as: Lying in T19N,R1E, B.M., Adams County, Idaho; Sections 11 and 12; all that part of the SE1/4, NE1/4 of Section 11, lying South of MeadowCreek Village Planned Unit Development, Adams County, Idaho and East of the County Road known as Hot Springs Road as now established and all that part of the SW1/4,NW1/4 lying Southerly of Parcel 99-A also known as Lewis Creek Court as shown on the official plat of MeadowCreek River Ranch on file in the County Recorder's office in Book 3 of Plats, page 3, Adams County, Idaho. EXCEPTING THEREFROM Lots 1

through 5 of MeadowCreek River Ranch as shown in Book 3 of Plats, page 5, records of Adams County, Idaho. AND EXCEPTING THEREFROM water rights, pursuant to that certain Warranty Deed recorded as Instrument No. 122014, with the Adams County, Idaho Recorder on June 20, 2011.

20. TAX PARCEL NO. RP19N01E016500A (45th Parallel Entryway, Riverside Park & Pond - Approximately 20 acres)

More particularly described as: A parcel of land lying within T19N,R1E, B.M., Adams County, Idaho. Commencing at the section corner common to Sections 1,2,11, and 12, said Township and Range, a brass cap monument; thence N88°47'46"E on the Section line common to said Sections 1 and 12, 2,233.99 feet to a point; thence N01°12'14"W, 80 feet to a point on the North right-of-way of Forth-Fifth Parallel Drive, as said Forty-Fifth Parallel Drive is shown on the official plat of Kimberland Meadows Subdivision as recorded in Book 1 of Plats, page 48, in the Adams County Recorder's Office, said point being the REAL POINT OF BEGINNING; thence S88°47'46"W, 1,037.14 feet on the North right-of-way of the Forth-Fifth Parallel Drive to a point on the said right-of-way; thence N01°12'14"W, 840 feet to a point; thence N88°47'46"E, 1,037.14 feet to a point; thence S01°12'14"E, 840 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM water rights, pursuant to that certain Warranty Deed recorded as Instrument No. 122014, with the Adams County, Idaho Recorder on June 20, 2011. AND SUBJECT TO that certain easement to the MeadowCreek Resort Association, Inc. for ingress and egress to the Riverside Park and Pond property for the purpose of use, management, maintenance, repair and replacement of existing pumps, pipes, point of diversion, pumphouse, utilities and other improvements necessary for irrigation purposes that is also recorded in said Instrument No. 122014.

EXHIBIT D
ASSESSMENT ALLOCATION SCHEDULE

I. All residential Lots subject to this Declaration, and which are described in **Exhibit A**, shall pay to the Association in equal assessments based upon one (1) assessment per lot, except for Lot 9 of Block 8, Phase I which is subject to a minimum of one (1) assessment and one (1) additional assessment for each living unit constructed thereon, if any. As provided at Section 1.17, in the event that two or more Lots are legally combined, each previously existing Lot shall be subject to assessments.

II. The MeadowCreek Resort Association Properties described at **Exhibit B**:

(A) In accordance with that certain Warranty Deed recorded as Instrument No. 122014 with the Adams County, Idaho Recorder on June 20, 2011, the MeadowCreek Resort Association property is not subject to assessments except with regard to utilities. The MeadowCreek Resort Association Properties shall be subject to assessments for utilities provided to those properties.

(B) The terms of that certain Amended And Restated Cross Easement, Access and Use Agreement, entered into by and between the MeadowCreek Resort Association, Inc. and the MeadowCreek Property Owners' Association, Inc., as recorded with the Adams County, Idaho Recorder as Instrument No. 129670, as the same may be amended, shall apply with regard to payments and obligations provided therein.

(C) The MeadowCreek Resort Association Properties will not be subject to any special assessments except to the extent that the special assessment is related to utilities and such property derives a use or benefit from the assessment.

(D) The above assessments shall apply to the MeadowCreek Resort Association Properties so long as the uses of the properties remain substantially the same as existed at the time of their conveyance on June 20, 2011. In the event such uses substantially change, the Association and the then owners of the MeadowCreek Resort Association Properties will renegotiate the assessments based upon the nature of the change of use and the impact of the same upon the overall MeadowCreek Planned Unit Development.