

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MEADOWCREEK VILLAGE P.U.D.

This Declaration Of Covenants, Conditions And Restrictions is made effective this 3rd
day of May, 2002, by the McNeal Family Limited Partnership, a Wyoming
Limited Partnership.

RECITALS

A. Declarant is the McNeal Family Limited Partnership, which is the Owner of certain real property in Adams County, Idaho, which is described in **Exhibit "A"**, and which is attached and incorporated by reference (hereafter "the Property", as further defined at Article II).

B. Declarant has deemed it desirable to impose a general plan for the improvement and development of the Property by the adoption and establishment of covenants, conditions and restrictions upon the real property and each and every Lot and portion thereof and upon the use, occupancy and enjoyment thereof; all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

C. Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of the Property, pursuant to the provisions of this Declaration, to create a non-profit corporation to which shall be delegated and assigned the powers of maintaining the Property as hereinafter provided, and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to.

ARTICLE I
DECLARATION

Declarant hereby declares that each lot, parcel or portion of the Property, is and shall be held, sold conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (ii) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Property and to construct improvements thereon, nor limit Declarant's right to maintain model homes, construction, sales, or leasing offices or similar facilities (temporary or otherwise) on any portion of the Property, nor Declarant's right to post signs incidental to construction, sales or leasing activities.

Declarant hereby further declares that each lot, parcel or portion of the Property which is situated within the MeadowCreek Subdivision shall further be held, sold, conveyed, encumbered and subject to the MeadowCreek Subdivision Covenants, Articles and Bylaws, as defined in Article II below, except as otherwise provided herein. The entire Existing Property has been annexed into the MeadowCreek Subdivision. There may, however, be instances where, pursuant to Article IX, additional lands are annexed into the Property which are not part of the MeadowCreek Subdivision.

ARTICLE II DEFINITIONS

Articles: The Articles of Incorporation of the MeadowCreek Village Property Owners' Association.

Assessments: Those payments required of Association Members, including Regular, Special and Limited Assessments of the Village Association, and as further required in the MeadowCreek Subdivision Covenants.

Association: The MeadowCreek Village Property Owners' Association.

Association Rules: Those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association; the imposition of fines, fees and forfeitures for violations of Association Rules and use of Common Areas, and procedural matters for use in the conduct of the business of the Association.

Board: The Board of Directors of the Association.

Bylaws: The Bylaws of the Association.

Common Areas and Facilities: All real property, fixtures, personal property and improvements owned, leased or otherwise held now or in the future by the Association exclusively for the common use and enjoyment of the Owners, including:

(a) All property depicted as "Common Open Space" on the final plat of the MeadowCreek Village P.U.D., as the same is filed of record with office of Recorder of Adams County, Idaho, together with all improvements thereon; and

(b) All roads, sewer, water, drainage, access and utility easements identified on the plat;

Declarant: The McNeal Family Corp. general partner of McNeal Family Limited Partnership, or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by McNeal Family Limited Partnership, or its successor.

Declarant Control Period: The period commencing on the date on which this Declaration is first recorded with the Office of Recorder of Adams County, Idaho and ending upon the first to occur of the following:

- (a) When 80% of the total number of Lots on the Property are no longer owned by the Declarant; or,
- (b) When, in its discretion, Declarant so elects in writing.

Declaration: This Declaration Of Covenants, Conditions And Restrictions For MeadowCreek Village P.U.D. as it may be amended from time to time.

Existing Property: The real property described in Exhibit "A".

Home: Each Home located on the Property.

Improvement: Any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

Lot: Any numbered plot of land shown upon any recorded plat of the Property.

MeadowCreek Subdivision Articles: The Articles of Incorporation of the MeadowCreek Subdivision Property Owners' Association.

MeadowCreek Subdivision Bylaws: The Bylaws of the MeadowCreek Subdivision Property Owners' Association.

MeadowCreek Subdivision Board: The Board of Directors of the MeadowCreek Subdivision Property Owners' Association.

MeadowCreek Subdivision Covenants: The First Amended and Restated Declaration of Covenants, Conditions and Restrictions for MeadowCreek Subdivision, aka Kimberland Meadows Subdivision, as recorded with the Adams County Recorder on March 14, 1986 as Instrument No. 71874, and as may be hereafter amended. Said MeadowCreek Subdivision Covenants are incorporated herein by reference. When used in this Declaration the terms which are defined in the MeadowCreek Subdivision Covenants shall have the same meanings ascribed to them therein; provided, however, that any term defined in this Declaration shall have the meaning given herein.

MeadowCreek Subdivision POA: The MeadowCreek Subdivision Property Owner's Association

Member: Each person or entity holding a membership in the Association.

Owner: The person or other legal entity, including Declarant, holding fee simple title of record to a Lot and buyers under executory contracts of sale, but excluding those having an interest merely as security for the performance of an obligation.

Person: Any individual, partnership, corporation or other legal entity.

Plat: Any plat covering any portion of the Property as recorded at the office of the County Recorder, Adams County, Idaho, as the same may be amended by duly recorded amendments thereof.

Property: The real property described in Exhibit "A", together with such additional property as is subjected to this Declaration in accordance with Article IX.

Resort: The Resort Properties, listed at Exhibit "E", Section II of the MeadowCreek Subdivision Covenants, including but not limited to the golf course and club house.

Site Plan: A site plan covering any portion of the Property and which is on file with the Declarant, or with the Board after the expiration of the Declarant Control Period.

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

Supplemental Declaration: An amendment or supplement to this Declaration filed pursuant to Article IX which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

Village: The Property, as defined in this Article II.

ARTICLE III NATURE OF OWNERSHIP / MAINTENANCE

3.1 Description of Lots: Every contract for the sale of a Lot and every other instrument affecting title to a Lot shall describe the Lot by the number shown on the plat for the Village, which is filed of record with the Office of Recorder, Adams County, Idaho, in the following manner: Lot # _____, as shown on the official plat of the MeadowCreek Village P.U.D., as the same is filed of record with the Office of Recorder, Adams County, Idaho, as Instrument # _____, and subject to the Declaration of Covenants, Conditions and Restrictions for the MeadowCreek Village P.U.D., which is filed of record with the Office of Recorder of Adams County, Idaho, as Instrument # _____.

And, for those Lots which are located within the MeadowCreek Subdivision, the following shall be appended: ", and also subject to the First Amended and Restated Declaration

of Covenants, Conditions and Restrictions for MeadowCreek Subdivision, aka Kimberland Meadows Subdivision, which is filed of record with the Office of Recorder of Adams County, Idaho, as Instrument # 71874, except as otherwise provided in the aforesaid MeadowCreek Village Covenants.”

Such description shall be construed to describe the Lot, together with any Home located thereon, and the appurtenant undivided interest in the Common Area, and incorporate all the rights incident to Ownership of a Lot and Home and all the limitations of such Ownership as described in this Declaration.

3.2 Title: Title to a Lot may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

3.3 Inseparability: No part of a Lot or of the legal rights comprising Ownership of a Lot may be separated from any other part thereof, or further divided and shall always be conveyed, devised, encumbered and otherwise affected only as a complete Lot, provided, Declarant shall, at its sole option, have the right to sell alternative ownership interests.

3.4 Maintenance of Lots and Homes:

A. The Association shall maintain the following:

1. The following portions of the exterior of each Home: siding, structural portions of Home affecting exterior appearance, paint, railings, front walkways (including snow removal) and entry decks, and,

2. Landscaping in “Zone A” areas on each Lot, as designated on the Site Plan. The Association will also maintain “Zone B” areas on each Lot, as designated on the Site Plan, which will be finished in mulch or gravel. The Owner shall have option to cultivate “Zone B” areas with prior written approval of the Board, at the Owner’s expense, and to standards of planting and maintenance to be established by the Board. And,

3. Snow removal and maintenance of private drives on each Lot.

B. The Owner shall maintain the following:

1. The following portions of the exterior of each Home: roof (including snow removal), windows, doors, decks other than the entry deck, and all other exterior maintenance not performed by the Association; and,

2. The entire interior of the Home, including but not limited to flooring, painting, appliances, plumbing and electrical; and,

3. All other maintenance to the Lot and/or Home not performed by the Association.

C. Cost of maintenance. The cost of all maintenance performed by the Association shall be included as part of the Owner's Regular Assessments as provided at Section 7.2 and 7.3, except to the extent that the cost of any such maintenance materially exceeds the cost for similar maintenance on other Lots and Homes in the Village, such excess cost may be charged to the Owner as a Limited Assessment in the Board's Discretion.

D. Condition of Lots and Homes. Each Lot and Home and any and all improvements from time to time located thereon or therein, shall be maintained in good condition and repair.

3.5 Owner's Right with Respect to Interiors: Each Owner shall have the exclusive right to paint, repair, tile, wash, paper or otherwise maintain, refinish and decorate the interior portions of their Home, except that Owners shall obtain the consent of the Association with regard to window treatments which are visible from the exterior of the Home, the color, texture and materials of which shall correspond with the general color and architectural scheme of the Property.

3.6 Easements for Access for Repair, Maintenance: The Association is hereby granted an irrevocable easement for purposes of access to and upon each Lot and Home, during reasonable hours and as necessary for the maintenance and repair of the Lot and Home located thereon.

3.7 Restriction on Exterior Construction: No building, fence, wall, or other structure, or any landscaping or other improvement shall be commenced, erected, altered, or maintained upon the Property, nor shall any exterior additions thereto or change or alteration therein be made until and without the express prior written consent of the Board of Directors, which consent can be withheld for any reason. This Article shall not affect or in any way be applicable to the Declarant, insofar as the Declarant's full development and construction of the Property is concerned.

3.8 Failure of Owner to Maintain such Owner's Lot or Home: In the event the Owner of any Lot or Home shall fail to maintain any portion of such Owner's Lot, or the exterior of any Home or of the Improvements situated thereon which such Owner is responsible to maintain, in a manner reasonably satisfactory to the Board, after approval by vote of at least sixty percent (60%) of the members of the Board present and voting and subject to such Owner's right to notice and a hearing before the Board, the Association may, through its agents and employees, enter upon the Lot or Home and repair, maintain and restore the Lot, or exterior of the Home or any Improvements erected on such Lot, or Home. The cost of such repair, maintenance and restoration shall be chargeable to the Owner of such Lot or Home and shall constitute a lien on the Lot of such Owner collectible in the same manner as Limited Assessments under this Declaration.

3.9 Exemption for Declarant: The activities of Declarant in the development, construction, ownership, sale and leasing of any Lots, Homes, or other portions of the Property,

or Improvements erected upon any such portion of the Property shall not be deemed to violate any provision of this Article III.

ARTICLE IV MEADOWCREEK SUBDIVISION RESTRICTIONS

4.1 MeadowCreek Subdivision POA Agreement. The MeadowCreek Subdivision POA entered into an Agreement with Declarant on or about _____, 2001, whereby it was agreed that the Existing Property would be annexed into MeadowCreek Subdivision. As a result of that Agreement, the following shall apply to the Village:

- A. The MeadowCreek POA shall provide potable water service and sanitary sewer service to all Lots which are located within the MeadowCreek Subdivision.
- B. Except as provided at Section 4.2, all Lots which are located within the MeadowCreek Subdivision shall be fully subject to MeadowCreek Subdivision POA assessments, in addition to the Village assessments provided for herein.
- C. At the time each Lot is connected to the water system of the MeadowCreek Subdivision, the Owner of such Lot shall purchase and install a water meter from the MeadowCreek Subdivision POA, and shall pay for the associated water hook up fee at the then prevailing rate, as a condition of connecting to the system.
- D. At the time each Lot is connected to the sewer system of the MeadowCreek Subdivision, the Owner of such Lot shall pay for the associated sewer hook up fee at the then prevailing rate as a condition of connecting to the system.
- E. The Owner of each Lot shall pay ongoing fees for use of potable water and for sanitary sewer service to the MeadowCreek Subdivision POA.
- F. The MeadowCreek Subdivision POA will be responsible for snow removal along Hot Springs Road and the Village Loop Road. The Village Association shall be responsible for the snow removal of all private drives and culdesacs shown on the Plat. In addition, the Village Association shall be responsible for all other maintenance and repair of all private roads and culdesacs within the Village.

4.2 Exception to MeadowCreek Subdivision POA Assessments: Pursuant to the Agreement described in Section 4.1, MeadowCreek Subdivision POA Assessments shall commence as follows:

- A. Effective on the first day of the month following the close of escrow for the first Lot within a Phase of the Village to be sold to any third party (i.e. other than a transfer to another entity in which Declarant owns a majority interest), all Lots within that phase shall immediately become subject to the MeadowCreek Subdivision POA Assessments, which shall be prorated for the balance of the year in which said closing occurs; and;

B. In any event, if all Lots within Phases 1, 2 and 3 have not become subject to the MeadowCreek Subdivision POA Assessments on or before the seventh anniversary of the recordation with the office of Recorder of Adams County of the final plat for the Village, then all 49 Lots in these three Phases shall then become subject to the MeadowCreek Subdivision POA Assessments.

4.3 MeadowCreek Subdivision Covenants: As stated in Article I above, each Lot within the MeadowCreek Subdivision is subject to the MeadowCreek Subdivision Covenants, Articles and Bylaws, with the following exceptions:

A. Irrigation. MeadowCreek Subdivision POA is providing potable water service to Lots which are located within the MeadowCreek Subdivision, however they are not providing water for irrigation purposes. For this reason the landscaping restrictions of Section 6.04(e) of the MeadowCreek Subdivision Covenants shall not apply to Lots within Village.

B. Set Backs. The set back provisions of Section 6.02(d) and (e) of the MeadowCreek Subdivision Covenants shall not apply to Lots within Village. The requirements of the PUD shall be applied instead.

4.4 MeadowCreek Subdivision Architectural Control Committee. Owners of Lots within the MeadowCreek Subdivision are subject to the requirements of the MeadowCreek Architectural Review Committee, as provided in the MeadowCreek Subdivision Covenants.

4.5 Irrigation Agreement with Resort. Because the MeadowCreek Subdivision POA is providing potable water only, the Association will be required to enter into an agreement with the owner of the Resort to obtain irrigation water for landscaping, subject to the approval and regulations of the Idaho Department of Water Resources. The following shall be included in such agreement:

A. The Owner of the Resort shall stub irrigation lines to the edge of the Village. The cost of the maintenance of such lines shall be included in the charge for water usage.

B. Construction of the irrigation system on Village Property shall be completed by the Owner of the Resort. The system will be automatically sprinkled through controllers located on the outsides of buildings as necessary to service the private property and common space.

C. Operation and maintenance of the irrigation system within the Village Property will be the responsibility of the Village Association. Each member of the Association agrees to provide access on their property as needed by the person appointed by the Village Association to operate and maintain the system.

D. The rate for such water shall be based upon a percentage of the prevailing MeadowCreek Subdivision water rates, or such other reasonable rate calculation that the parties may agree upon. Billing by the Owner of the Resort shall be performed once a year.

E. The frequency of irrigation and the timing shall be done in cooperation with the owner of the Resort.

Each member shall review the attached Exhibit "B" detailing construction requirements and homeowner responsibilities. A copy of this exhibit shall be sent by the owner of the Resort with each billing.

**ARTICLE V
CERTAIN RESTRICTIONS APPLICABLE TO LOTS AND HOMES**

In addition to all other covenants contained in this Declaration, the use of each and every Lot and Home is subject to the following:

5.1 Use as a Single Family Dwelling: Each Lot and Home shall be used as a residence for a Single Family and for no other purposes, except as follows:

A. In Home Business: While it is not the intent of the Association to create or necessarily encourage commercial activity, it is not the Association's intent to prohibit the limited use of a dwelling unit for the purpose of an "in home business," such as an in-home office, profession, or other limited activity that would be conducted for financial gain. Businesses to which clients or customers come and go shall not qualify as an in-home business; and, any such activity shall be compatible with the aesthetics and appearance of surrounding Lots and the ability of the owners of those Lots to quietly enjoy their properties. Any such activities shall require the prior review and consent of the Association, to establish compliance with the terms of this Section.

5.2 Signs:

A. No sign or billboard of any kind shall be displayed to the public view on any Lot or Home except for:

1. Directional and identification signs established by the Declarant, Association or the Board;

2. After the termination of the Declarant Control Period, and then only in accordance with rules and limitations established by the Board, one sign for each Home, provided such sign is placed on such Home by its Owner only for the purpose of advertising the Home for sale. Any such sign shall not be larger than as specified by the Board as being reasonable and customary in the area for the purpose of advertising similar properties for sale;

3. Signs used by Declarant, its successors or assigns, to advertise any Lots or Homes erected thereon or to provide information, directions or identification; and,

4. Subject to rules and limitations established by the Declarant or by the Board, small address plates and family name plates.

B. Until the expiration of the Declarant Control Period, no sign permitted by Section 5.2(A) shall be displayed on any Lot or Home (other than by Declarant, its successors or assigns) unless such sign has been authorized in writing by Declarant and any such authorization may be granted or withheld by Declarant with or without cause and may be conditioned in such manner as Declarant in its sole discretion may determine on a case by case basis.

5.3 Temporary Structures, Vehicles, Etc.

A. Unless otherwise approved by the Board and (during the Declarant Control Period) approved by the Declarant:

1. No structure of a temporary character or trailer, tent, shack, barn, shed or other out-building shall be placed upon the Property or used on or in connection with any Lot or any Home at any time, either temporarily or permanently; and

2. No trailer, motor home, truck, camper, boat or similar vehicle or equipment shall be permitted to be kept or parked upon the Property other than in a portion of the Common Area if any, designated by the Board and (during the Declarant Control Period) approved by the Declarant for the keeping of such vehicles or equipment.

5.4 Antennas: Except as permitted by Declarant during the period of Declarant Control, or, thereafter, by the Board, no towers, antennas, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected and maintained on the Property.

5.5 Animals and Pets: Each Owner shall conform with rules and regulations respecting dogs, cats and other pets and animals as established from time to time by the Board.

5.6 Laws and Ordinances: Each Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of Federal, State, or municipal governments or authorities applicable to use, occupancy, construction and maintenance of such Owner's Lot and Home.

5.7 Leases by Owners: Each Owner shall have the right to lease their Home. However, any such lease shall conform with rules and regulations as established from time to time by the Board.

5.8 Parking and Auto Repair: No automobiles or other vehicles shall be parked in any street or upon any portion of the Property except within garages, carports, or parking areas designated as such by the Board. No work on automobiles or other vehicle repair shall be performed in any visible or exposed portion of the Property except in emergencies.

5.9 Abandoned, Inoperable or Oversized Vehicles: Abandoned or inoperable automobiles or vehicles of any kind, except as provided below in this Section 5.9, shall not be stored or parked on any portion of the Property. A written notice describing the "abandoned or inoperable vehicle" and requesting its removal may be personally served upon the Owner of such vehicle or posted on the vehicle. If such vehicle has not been removed within thirty-six (36) hours after such notice or other reasonable notice has been given, the Association shall have the right to remove the vehicle without liability, and the expense of removal shall be charged against the owner of the vehicle.

5.10 Noxious Activities: No noxious or offensive activity shall be carried on upon any Lot or Home nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance either to any other Owner in his enjoyment of his Lot or Home, or of the Common Area.

5.11 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to the Owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to the Owners. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of Declarant during the period of Declarant Control, or, thereafter, of the Board.

5.12 Limitations on Application of Restrictions: The restrictions set forth in this Article V shall not apply to Declarant, or Declarant's designated successors and assigns until the expiration of the Period of Declarant Control.

5.13 Declarant's Exception: Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the fullest latitude to develop the Property and to sell or lease Lots and Homes without reservation or restoration, except as imposed by applicable zoning, subdivision, and other land use laws. Declarant may construct, operate and maintain sales and rental offices on the Property and may make such use of the unsold or unleased Homes and Lots as may facilitate the construction, improvement, subdivision, sale and leasing of the Property including, but not limited to the maintenance of sales and rental offices, the showing of portions of the Property, and the display of signs. Declarant shall have an easement over the Property for ingress, egress and parking for itself, its agents, employees and prospective buyers of Homes or Lots.

ARTICLE VI MEADOWCREEK VILLAGE PROPERTY OWNERS' ASSOCIATION

6.1 Organization: The MeadowCreek Village Property Owners' Association ("Association") shall be initially organized by Declarant as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or Bylaws, then such provision shall be construed, to the extent possible, so that such provision shall be interpreted so as to be consistent with the provisions of this Declaration.

6.2 Membership: Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the fee Ownership of any Lot. Ownership of such Lot shall be

the sole qualification for membership. Transfer of a Lot shall automatically transfer membership in the Association.

6.3 Voting Rights: The Association shall have one (1) class of voting members, which shall consist of all Owners, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be entitled to all rights and privileges of membership. The vote for such Lot shall be exercised as its Owners collectively determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

6.4 No Fractional Votes; No Severance of Voting Rights: Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, such Owners shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Lot(s) from which the vote derived. The right to vote may not be severed or separated from the Ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgage, or beneficiary as provided herein.

6.5 Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

6.6 Powers and Duties of Association:

A. Powers: The Association shall have all the powers of a corporation organized under the non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary, proper for, or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

1. Assessments: The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

2. Right of Enforcement: The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

3. Delegation of Powers: The authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.

4. Association Rules: The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. Provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency. During the period of Declarant Control, all rules must be approved by Declarant in order to become effective.

5. Emergency Powers: The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

6. Duties: In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

(a) Insurance: Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable.

(b) Rule Making: Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

(c) Enforcement of Restrictions and Rules: Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Adams County Recorder, as more fully provided herein.

(d) Duty to Accept Property and Facilities Transferred By Declarant: The Association shall accept title to any property, including without limitation, any improvements thereon, any easement or other right, and personal property transferred to the Association by the Declarant or by any third party with Declarant's permission, and equipment related thereto, together with the responsibility to perform any and all Association functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration.

(e) Safety and Security. Each Owner and occupant of a Home, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Village. The Association may, but shall not be obligated to, maintain or support certain activities within the Village designed to enhance the level of safety or security which each person provides for himself and his property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Village, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

6.7 Personal Liability: No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Declarant, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, or any other representative or employee of the Association, the Declarant, or any other committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

ARTICLE VII ASSESSMENTS

7.1 Covenant to Pay Assessments: By acceptance of a deed to any lot in the Property each Owner of such lot hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges

made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. IN ADDITION, except as provided at Section 4.2, any Owner of a Lot within MeadowCreek Subdivision hereby covenants and agrees to pay when due all assessments or charges made by the MeadowCreek Subdivision POA against such Owner pursuant to the MeadowCreek Subdivision Covenants, MeadowCreek Subdivision Articles and MeadowCreek Subdivision Bylaws.

A. Assessment Constitutes Lien: Such Assessments and charges together with interest at a rate established by the Board, costs and reasonable attorneys fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the lot against which each such Assessment or charge is made.

B. Assessment is Personal Obligation: Each such Assessment, together with interest at a rate established by the Board, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall remain such Owners personal obligation regardless of whether he remains an Owner.

7.2 Uniformity of Assessments: Regular assessments, including expenses of Home and Lot maintenance and repair, shall be uniform as to all Owners; except that, in the discretion of the Board, if maintenance or repair costs for any specific Lot or Home are materially in excess of the cost for similar repair or maintenance on the other Lots and Homes in the Village, the Board may assess such excess cost as a Limited Assessment against such Owner.

7.3 Regular Assessments: The regular assessments may include, and shall be limited to, the following regular expenses:

- A. Repairs and maintenance of Lots and Homes as described at Article III;
- B. Expenses of irrigating the Property, as generally described at Section 4.5 above.
- C. Expenses of the management of the Association and its activities;
- D. Taxes and special assessments upon the Association's real and personal property;
- E. Premiums for all insurance which the Association is required or permitted to maintain;
- F. Common services to Owners as approved by the Board;
- G. Legal and accounting fees for the Association;
- H. Expenses related to the maintenance and operation of common area facilities;

- I. Expenses for snow removal, repairs and maintenance of non-public roads within the Village for which the Association is responsible;
- J. Any deficit remaining from any previous assessment year; and,
- K. The creation of reasonable contingency reserves for future repairs and maintenance or improvements, administration expenses, or legal expenses.

Regular assessments shall be paid annually, monthly, or as otherwise determined by the Board, as provided in Section 7.6.

7.4 Declarant's Obligations: Prior to the expiration of the Declarant Control Period, the Declarant shall have the following options regarding assessments on Lots owned by Declarant (only for Village Assessments, not MeadowCreek POA Assessments): Declarant may pay such assessments; or, Declarant shall be deemed to have met its obligation regarding assessments by the contribution of such funds and/or services to the Association as are necessary to permit the Association to perform its responsibilities and meet its financial needs. After the expiration of the Declarant Control Period, Declarant shall be subject to the Association's assessment on any Lots owned by Declarant and located within the Village. The obligation to pay MeadowCreek POA Assessments, including Declarant's obligation, is described at Section 4.2 above.

7.5 Maximum Regular Assessments:

- A. The Board may prorate the assessment for any Owner in the year of purchase of such Lot on the basis of the actual months of ownership of such Lot by the Owner during such year.
- B. Effective 2002, and for each subsequent year thereafter during the Declarant Control Period, assessments shall be set by the Declarant, as necessary to meet the Association's financial needs and pursuant to the terms and restrictions of this Article.
- C. Effective upon the expiration of the Declarant Control Period, the annual regular assessment may be increased by the Board by a sum not to exceed twenty percent (20%) of the prior year's regular assessment. Any increase in the regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment shall require the approval of sixty-seven percent (67%) of those members present at or represented by proper proxy at a meeting of the membership conducted pursuant to notice and at which a quorum is present. Notice of such meeting shall set forth the purpose therefore and shall be sent to all members not less than thirty (30) days' nor more than sixty (60) days in advance of such meeting.

7.6 Regular Assessment Procedure:

- A. After the Declarant Control Period, the Association's Board of Directors shall set the total annual regular assessment based upon an advanced budget of the Association's requirements for the following assessment year. A summary of that budget

shall be mailed by ordinary first class mail or otherwise delivered to all Owners by no later than December 1 of the current budget year (i.e. to take effect on January 1 of the next assessment year). Subject to the voting requirements for any increase in the annual regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment, the budget shall take effect on January 1 of the assessment year to which it applies.

B. The Board shall cause to be prepared, delivered, or mailed to each Owner, at least thirty (30) days in advance of the date payment is due, a payment statement setting forth the annual regular assessment. All payments of regular assessments shall be due and payable without any notice or demand, on the due dates declared by the Board. The Board may determine, in its discretion, whether regular assessments are to be annually, in quarterly or monthly installments, or other appropriate interval. Regular assessments shall be applicable to all Lots, provided that the Declarant's liability shall be as provided in Section 7.4 above. Each owner other than the Declarant shall become responsible for the regular assessment on a Lot as of the date the Lot is transferred to such owner. The first annual regular assessment for each Owner shall be adjusted according to the number of months remaining in the year.

7.7 Special Assessments: In the event that the Board shall determine that its Regular Assessments for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the amount necessary to defray such Expenses and levy a Special Assessment which shall be computed in the same manner as Regular Assessments. After the Declarant Control Period, no Special Assessment shall be levied without the vote or written consent of a majority of the votes of the Members of the Association, which are present at a properly scheduled meeting of the Members or represented by proxy. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

7.8 Limited Assessments: Notwithstanding the above provisions with respect to regular and special assessments, the Board may levy a limited assessment against a member as a remedy to reimburse the Association for costs incurred in bringing the member and/or such member's Lot into compliance with the provisions of the Association Documents.

7.9 Uniform Rate of Assessment: Unless otherwise specifically provided herein, regular and special assessments shall be fixed at a uniform rate per Lot for all members of the Association.

7.10 Assessment Period: Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year.

7.11 Notice of Default and Acceleration of Assessments: If any assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Owner. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than twenty (20) days from the date of the mailing of the notice by which the default must be cured; and, (d) that the failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for assessment against the Lot of the Owner and the exercise by the Board of any other remedies either provided herein or allowed by law. In such case, and as a condition of the cure of the delinquent assessment, the Owner may be obligated by the Board, at the Board's sole discretion, to additionally pay all costs of enforcement, including without limitation reasonable attorneys fees, costs and related expenses and to pay a reasonable late charge to be determined by the Board.

7.12 Enforcement of Assessments: Each Owner is and shall be deemed to covenant and agree to pay to the Association each and every assessment provided for in this Declaration; and agrees to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by either or both of the following procedures:

A. Enforcement by Suit: By commencement of a suit at law against any Owner or Owners personally obligated to pay assessments, for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

B. Enforcement by Lien: There is hereby created a claim of lien, with power of sale, on each and every Lot to secure payment to the Association of any and all assessments levied against any and all Owners, together with interest thereon as provided for in this Declaration, fines imposed for violation of these Covenants, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. The Board or its duly authorized representative may file and record a Notice of Delinquent Assessment on behalf of the Association against the Lot of the defaulting Owner who has not cured the default, as provided in Section 7.11 above. The amount of the assessment, plus any costs of collection, expenses attorney's fees and interest assessed in accordance with this Declaration shall be a lien on the Owner's Lot from and after the time the Association records the Notice of Delinquent Assessment. Such Notice shall be executed and acknowledged by any officer of the Association and shall contain substantially the following:

1. The claim of lien made pursuant to this Declaration;
2. The name of the record Owner.
3. The legal description of the Lot against which claim of lien is made;
4. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and attorney's fees (with any proper offset allowed); and,
5. The name and address of the trustee authorized by the Association to enforce the lien by public sale.

Upon recordation, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the Notice. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by the Idaho Code for the foreclosure of a deed of trust with power of sale, or in any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any Title Company authorized to do business in Idaho as Trustee for the purpose of conducting such power of sale foreclosure. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners and shall secure payment of all sums set forth in the Notice, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said Notice. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot.

Each Owner hereby expressly waives any objection to the enforcement and foreclosure of assessment liens in this manner. Upon the timely curing of any default for which a Notice was filed by the Board, the Board shall cause an officer of the Association to file and record an appropriate release of such Notice in the Office of the County Recorder of Adams County, Idaho. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of his Lot.

ARTICLE VIII DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS

8.1 Declarant's Rights And Reservations: In addition to those easements and rights reserved by Declarant in Article XI below, and as otherwise provided in this Declaration, Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Property. The rights and reservations reserved above and hereinafter set forth shall be deemed accepted and reserved in each conveyance of the Property by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Property is conveyed by Declarant. The rights, reservations and easements

reserved above and hereinafter set forth shall be prior and superior to any other provisions of the Association documents and may not, without Declarant's written consent, be modified, amended or rescinded or affected by any amendment of the Association documents. Declarant's consent to any one such amendment shall not be construed as a consent to any other amendment.

8.2 Declarant's Future Development Rights: Declarant, and Declarant's assigns, shall have the following development rights, which rights shall not require the consent of Owners before Declarant's exercise of such rights:

(a) Declarant may further develop the Village.

(b) Declarant or Declarant's assigns may add or annex any real property pursuant to the terms of Article IX. Such annexation(s) and associated Supplemental Declaration(s) may alter the rights and responsibilities of the Association and Owners in the following ways:

(i) Additional owners may be added to the Association, thereby diluting the relative effect of an Owner's vote;

(ii) Additional common areas and amenities may be created and may be either conveyed, leased or made available to the Association, in which case the Association may incur expenses related to upkeep, improvement and/or maintenance; and,

(iii) The Association may incur other expenses as a result of such annexation.

8.3 Successor Declarant: For purposes of the rights, reservations and easements reserved and created in favor of Declarant herein, Declarant shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise Declarant's aforesaid rights and whom the Association shall notify as required by this Declaration, the successor or assignee must own at least one Lot in the Property. The special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons in whole or in part, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the Bylaws.

For so long as the McNeal Family Limited Partnership continues to own any Lot in the Property, then absent notification as aforesaid, such Partnership shall continue to be considered the Declarant. In the event that the Partnership is dissolved at a time when it continues to own any Lot in the Property, and fails to notify the Association of a successor for these purposes, then the person(s) holding a majority of interest in the McNeal Family Limited Partnership at the time of its dissolution shall be deemed the successor to Declarant for these purposes.

8.4 Future Development: Each purchaser of a Lot in the Village and their heirs and assigns, acknowledges that, as provided in Section 8.2, Declarant or Declarant's successors intend to fully develop the Village, and may develop real property which may be annexed into the Village pursuant to Article IX. All Owners consent to such future development and waive

any claim that such development is incompatible with or otherwise diminishes the value of the Village or any Lot therein, or that any views enjoyed by any Lot are a property right thereof.

8.5 Exemption Of Declarant: Nothing contained herein shall limit the right of Declarant to excavate, grade and construct improvements to and on any portion of the Village owned by Declarant, in furtherance of the development of the Village and any applicable permits. Declarant need not seek or obtain Board approval of any such improvements constructed or placed by Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property by an express written assignment.

8.6 Declarant's Approval: None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or amended without the prior written consent of Declarant or Declarant's successor, which consent may be withheld by Declarant for any reason whatsoever. Additionally, as long as Declarant owns any Lot in the Property, the Association shall not, without first obtaining the prior written consent of the Declarant, which consent shall not be unreasonably withheld: make any amendment or repeal of any other provision of this Declaration (i.e. a provision not involving any of the rights, reservations or easements granted to or reserved by Declarant); make any amendment to any other Association documents; make any new declaration or similar instrument; levy any Special assessments; or change or repeal any rules of the Association. Any attempt to do so without such consent shall result in such instrument being void and of no force and effect unless subsequently approved in writing by the Declarant.

ARTICLE IX ANNEXATION OF PROPERTY TO MEADOWCREEK VILLAGE

9.1 Annexation. The Declarant, its successors and assigns shall have the right, at any time before the sale by Declarant of all Lots within the Property, to annex additional lands to the Property. Such lands need not be contiguous to the Existing Property, however they must be in the near vicinity. Additionally, it is not required that such lands be annexed into the MeadowCreek Subdivision.

Annexation shall be made by filing a Supplemental Declaration with the Office of Recorder of Adams County, Idaho, describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall not require the consent of Members.

Such Supplemental Declaration may contain such 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 Supplemental Declaration revoke, modify or add to the covenants and restrictions established by this Declaration within the Existing Property.

9.2 Memberships: Memberships in the Association shall be expanded to include Members within annexed lands.

ARTICLE X COMMON AREAS

10.1 Members' Easements of Enjoyment: Subject to the provisions of Section 10.4 herein, every member, including Declarant as to his unsold Lots, 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.

10.2 Transfer of the Title of the Common Areas and Facilities to the Association: The Declarant hereby covenants for itself, its successors and assigns, that, no later than one (1) year following the recordation of this Declaration with the Office of Recorder of Adams County, or at the conclusion of the period of Declarant Control, whichever occurs later, it shall convey fee simple title to the Common Areas and Facilities, free and clear of any and all encumbrances and liens, except current real property taxes, which shall be prorated to the date of transfer, reservations, easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration, to the Association, together with improvements thereon and appurtenances thereto.

10.3 Reservation of Limited Easements: The Declarant, on behalf of itself, its agents, employees, contractors, subcontractors, invitees, successors, assigns and other authorized personnel, reserves unto itself, in perpetuity, a non-exclusive easement in, over, upon and through the Property for common driveway purposes, for drainage and encroachment purposes, and for ingress to and egress from the Common Areas and Facilities for the purpose of completing improvements thereon or for the performance of necessary repair and maintenance work, and for ingress and egress to Declarant's adjacent properties.

10.4 Owners' Easement 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 for 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 mortgagee, 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. Notwithstanding the foregoing, the Association shall have no right to interfere with an Owner's right of ingress to or egress from his Lot or a Owner's use of the Property's water and sewer system:

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 establish and amend rules with regard to the use, maintenance and repair of the Common Areas.

F. The right of the Declarant, and upon the expiration of the Declarant Control Period the right of the Association, to designate guest parking areas in the Common Area.

G. The right of the Declarant, until the expiration of the Declarant Control Period, to designate the permanent use of portions of the Common Area for use as a private drive.

H. The right of the Association to landscape the Common Area, and to use the Common Area for snow storage.

10.5 No Dedication to the Public: Nothing in this Declaration or the other Subdivision Documents will be construed as a dedication to public use, or a grant to any public municipal or quasi-municipal authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect.

10.6 Association's Responsibility for Common Area: The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Area and all Improvements on the Common Area (including furnishings and equipment related thereto), and will keep it in good, clean, and attractive condition and repair consistent with the standards of the Property.

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

10.8 Undivided Interest: The undivided interest in the Common Area which is herein established and to be conveyed with the respective Lots can not be changed and shall not be separated or separately conveyed. Each undivided interest shall be deemed to be conveyed or encumbered with its respective Lot, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Lot.

10.9 Declarant's Right to Perform for the Account of the Association: In the event the Association does not repair or maintain the Common Area, Declarant will have the right, but not the obligation, to perform such duties for the Association. In that event, Declarant will be

entitled to reimbursement from the Association of all costs incurred by Declarant, such reimbursement being due within 30 days after the receipt by the Association of an invoice from Declarant, itemizing the costs incurred. After expiration of the 30 day period allowed for payment, Declarant may collect interest on the amount due at the prevailing statutory rate for monies due by Contract.

ARTICLE XI RESERVED EASEMENTS

11.1 Utility Easements: There is hereby created a general easement upon, across, over, in, and under the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electrical, television and a master communications system. By virtue of this easement, it will be expressly permissible and proper for the companies providing electrical, television, telephone and other communication services to install and maintain necessary equipment on the Property and to affix and maintain electrical, television, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided for without disturbing the uses of the Owners, the Association or Declarant; shall prosecute its installation and maintenance activities as promptly and expeditiously as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document, either Declarant or the Association shall have, and are hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms of this Declaration. This general easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

11.2 Reservation Of Easements, Exceptions, And Exclusions For Utilities, Infrastructure, And Access: Declarant reserves for itself and its successors and assigns and hereby grants to the Association, acting through the Board of Directors, the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Areas, for purposes including but not limited to streets, paths, walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions, and exclusions in the interest of the Owners and the Association.

11.3 Maintenance Easement: An easement is hereby reserved to Declarant for itself and its successors and assigns and granted to the Association, and any member of the Board of Directors or Manager, and their respective officers, agents, employees and assigns, upon, across, over, in and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform, including but not limited to the following: the right to enter upon any Lot and the exterior of any Home for the purpose of performing repairs and maintenance to such Lot or Home, as provided for herein; and, the right to enter upon any Lot to perform landscaping services, and to install, repair and maintain the irrigation system.

11.4 Drainage Easement: An easement is hereby reserved to Declarant for itself and its successor and assigns and granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in, and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water. Reasonable efforts will be made to use this easement so as not to disturb the uses of the Owners, the Association or Declarant, as applicable, to the extent possible; to prosecute such drainage work promptly and expeditiously; and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work. Declarant, or its officers, agents, employees, successors and assigns must inform and obtain the approval of the Board's prior to undertaking such drainage work, which approval will not be unreasonably withheld.

11.5 Declarant's Rights Incident to Construction: Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Common Areas and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property or other real property owned by Declarant; provided, however, that no such rights will be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to a Owner's Lot by that Owner or his family, tenants, employees, guests, or invitees.

11.6 Snow Storage: The Association shall have an easement upon each Lot for snow storage, whether or not such snow is removed from the Lot upon which the snow is stored, so long as such storage does not cause adverse effects to buildings or other improvements on the Lot.

11.7 Easements Deemed Created: All conveyances of Lots hereafter made, whether by Declarant or otherwise, will be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easements or to this Article appears in the instrument for such conveyance.

ARTICLE XII INSURANCE AND FIDELITY BONDS

12.1 Authority to Purchase: All insurance policies relating to the Common Areas will be purchased by the Board or its duly authorized agent. The Board and Declarant will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is available only at demonstrably unreasonable costs. Notwithstanding the foregoing, if the insurance described below is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy having been obtained, the Association promptly will cause notice of that fact to be delivered to all Owners.

12.2 General Insurance Provisions: All such insurance coverage obtained by the Board will be governed by the following provisions:

A. As long as Declarant owns any Lot, Declarant will be protected by all such policies in the same manner as any other Owner. The coverage provided to Declarant under the insurance policies obtained in compliance with this Article will not be deemed to protect or be for the benefit of any general contractor engaged by Declarant, nor will such coverage be deemed to protect Declarant for (or waive any rights with respect to) warranty claims against Declarant as the developer.

B. The deductible, if any, on any insurance policy purchased by the Board may be treated as a Common Expense payable from Regular Assessments or Special Assessments (allocable to all of the Lots or to only some of the Lots, if the claims for damages arise from the negligence of particular Owners, or if the repairs benefit only particular Owners), or as an item to be paid from working capital reserves established by the Board.

12.3 Physical Damage Insurance on Common Areas: The Association will obtain insurance for all insurable Improvements, if any, on the Common Areas in an amount equal to the full replacement value (i.e., 100% of the current "replacement cost" exclusive of land, foundation, excavation, depreciation on personal property, and other items normally excluded from coverage), which will include all building service equipment and the like, common personal property and supplies, and any fixtures or equipment within the Common Areas. In addition, such policy will afford protection against at least the following:

A. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement with the standard "all-risk" endorsement covering sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage.

B. Such other risks as will customarily be covered with respect to projects similar in construction, location, and use to this project.

C. In contracting for the insurance coverage obtained pursuant to this Section above, the Board will be required to make reasonable efforts to secure coverage which provides the following:

1. A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to this Declaration not to do so.

2. The following endorsements (or equivalent): (a) "cost of demolition;" (b) "contingent liability from operation of building laws or codes;" (c) "increased cost of construction;" and (d) "agreed amount" or elimination of co-insurance clause.

12.4 Liability Insurance: The Association will obtain a comprehensive policy of public liability insurance (including libel, slander, false arrest, and invasion of privacy coverage) and property damage insurance with such limits as the Board may from time to time determine,

insuring each member of the Board, the Association, and the respective employees, agents, and all persons acting as agents against any liability to the public or the Owners (and their guests, invitees, tenants, agents, and employees) arising in connection with the Ownership, operation, maintenance, or use of the Common Areas and any other areas under the control of the Association. Declarant will be included in the coverage as an additional insured in Declarant's capacity as an Owner or Director. The Owners will be included as additional insureds, but only for claims and liabilities arising in connection with the Ownership, existence, use or management of the Common Areas.

The Board will review the coverage limits at least once every two years, but, generally, the Board will carry such amounts of insurance usually required by private institutional mortgage lenders on projects similar to the Association's Property.

12.5 Provisions Common to Physical Damage Insurance, Liability Insurance and Fidelity Insurance: Any insurance coverage obtained by the Association under the provisions of this Article above will be subject to the following provisions and limitations:

A. The named insured under any such policies will include Declarant, until all Lots have been conveyed, and the Association as attorney-in-fact for the Owners, or the authorized representative of the Association, who will have exclusive authority to negotiate losses under such policies.

B. Each Owner will be an insured person with respect to liability arising out of the Owner's interest in the Common Areas or membership in the Association.

C. In no event will the insurance coverage obtained and maintained pursuant to this Article be brought into contribution with insurance purchased by the Owners or their Mortgagees.

D. The policies will provide that coverage will not be prejudiced by (i) any act or neglect or any Owner (including a Owner's family, tenants, servants, agents, invitees and guests) when such act or neglect is not within the control of the Association, or (ii) any act or neglect or failure of the Association to comply with any warranty or condition with regard to any portion of the Property over which the Association has no control.

E. The policies will contain a waiver by the insurer of any right to claim by way of subrogation against Declarant, the Board or the Association.

F. The policies described above will provide that any "no other insurance" clause will expressly exclude individual Owners' policies from its operation so that the physical damage policy or policies purchased by the Board will be deemed primary coverage, and any individual Owners' policies will be deemed excess coverage.

12.6 Personal Liability Insurance of Officers and Directors: To the extent obtainable at reasonable cost, appropriate officers' and directors' personal liability insurance will be obtained

by the Association to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as such officers and directors on behalf of the Association.

12.7 Owner's Responsibility: Insurance coverage for each Owner's Lot and Home, and all improvements and personal property located thereon, and casualty and public liability, insurance coverage regarding the activities of the Owner, and the Owner's agents, invitees, or guests, with respect to their Lot and Home and with respect to the Common Area, shall be the responsibility of each respective Owner.

ARTICLE XIII DAMAGE OR DESTRUCTION

13.1 Association as Attorney-In-Fact: Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Improvements on the Common Areas upon damage or destruction as provided in Section 13.2 below. Acceptance by any grantee of a deed of other instrument of conveyance from Declarant or from any Owner will constitute appointment of the Association as attorney-in-fact as provided in this Article. As attorney-in-fact, the Association will have full and complete authorization, right, and power to make, execute and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner that may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact.

13.2 Damage or Destruction of Common Areas:

A. Estimate of Damages or Destruction: As soon as practical after an event causing damage to or destruction of any part of the Common Areas, unless such damage or destruction is minor, the Association will obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Common Areas so damaged or destroyed. "Repair and reconstruction" as used in this Article will mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

B. Repair and Reconstruction: As soon as practical after obtaining estimates, the Association will diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner will be necessary. Assessments of the Association will not be abated during the period of insurance adjustments and repair and reconstruction.

C. Funds for Repair and Reconstruction: The proceeds received by the Association from any hazard insurance will be used for the purpose of repair, replacement and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may levy, assess and collect in advance from all Owners, a Special Assessment sufficient to provide funds to

pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

D. Disbursement of Funds for Repair and Reconstruction: The insurance proceeds held by the Association and the amounts received from the Special Assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty. It will be deemed that the first money disbursed in payment for the costs of repair and reconstruction will be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance will be distributed to the Owners in proportion to the contributions each Owner made as a Special Assessment to the Association.

E. Decision Not to Rebuild: If, during the Period of Declarant Control, Declarant, and, at all times, Owners representing at least 67% of the votes in the Association agree in writing not to repair and reconstruct damage to the Common Areas and no alternative Improvements are authorized, then and in that event the Property will be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition, and any remaining insurance proceeds will be distributed equally to the Owners.

13.3 Damage or Destruction to Home or Lot / Obligation to Repair and Restore:

A. In the event a Home shall be partially or entirely destroyed by fire or other casualty such Home shall either be repaired and restored within a reasonable period of time in a manner consistent with this applicable Design Guidelines established by the Board or demolished and the Lot landscaped in accordance with the applicable Design Guidelines so that no damaged portion of the former structure remains visible from any other Lot or common area. Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Home the insurance proceeds from any insurance policy covering a damaged or destroyed Home shall be first applied to such repair, restoration or replacement of such Home or the Demolition of such Home and landscaping of such Lot. Each Owner shall be responsible for the repair, restoration, replacement or demolition of each Home owned by such Owner pursuant to the terms of this Declaration. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be harmonious with the other Homes within the Property and reconstruction must be consistent with plans approved by the Board.

B. If the proceeds of the insurance available to the Owner of a damaged Home are insufficient to pay for the cost of repair, restoration or replacement of a Home following a casualty (or demolition and landscaping if the Home is to be demolished), the Owner of such Home shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, replacement or demolition.

C. If the insurance proceeds are in excess of the amount necessary for the repair, restoration, or replacement of a Home, the Owner of such Home shall be entitled to such excess in accordance with the provisions of the applicable insurance policy or policies and subject to the terms of any mortgage covering such Home.

ARTICLE XIV MISCELLANEOUS

14.1 Term: The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until August 1, 2042, unless amended as herein provided. After August 1, 2042, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least seventy five percent (75%) of the voting power of the Association and such written instrument is recorded with the Adams County Recorder.

14.2 Amendment:

A. By Declarant: Until the recordation of the first deed to a Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Declarant by recordation of a written instrument setting forth such amendment or termination.

B. By Owners. Except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration, other than this Article XIV, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than seventy five percent (75%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Adams County Recorder. Any amendment to this Article XIV shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

C. Declarant's Approval. Notwithstanding the provisions of Section 14.2(B), no termination, extension, modification or amendment of this Declaration will be effective during the Period of Declarant Control unless the written approval of Declarant is first obtained.

D. Validity and Effective Date of Amendments: Amendments to this Declaration shall become effective upon recordation in the land records of Adams County, Idaho, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment shall be contrary to the terms or conditions of any valid County, State, or Federal Permit applicable to the Property; nor, shall any Amendment divest any Owner of any material and substantial vested property rights.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

14.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of any mortgagee under a mortgage or the beneficiary under any deed of trust upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such mortgage or deed of trust such lot shall remain subject to this Declaration, as amended.

14.4 Notices: Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

14.5 Enforcement and Non-Waiver:

A. Right of Enforcement: Except as otherwise provided herein, any Owner of any Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

B. Violations and Nuisances: The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in the Declarant, the Association or any Owner of Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both.

C. Violation of Law: Any violation of any state, municipal or local law, ordinance or regulation pertaining to the Ownership, occupation or use of any property within the Property is hereby declared to be in violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

D. Remedies Cumulative: Each remedy provided herein is cumulative and not exclusive.

E. Non-Waiver: The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

14.6 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

A. Restrictions Construed Together: All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

B. Restrictions Severable: Notwithstanding the provisions of the foregoing paragraph 14.6(A), each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

14.7 Successors and Assigns: All references herein to Declarant, Owners, and Association or person shall be construed to include all successors, assigns, partners and authorized agents of such Declarant, Owners, Association or person.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 3rd day of May, 2002.

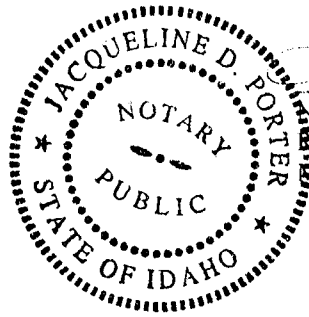
**McNEAL FAMILY LIMITED
PARTNERSHIP**

By: Carey McNeal
Carey McNeal, Vice President
McNeal Family Corp.
Its General Partner

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

On this 3rd day of May, 2002, before me, Jacqueline D. Porter, a Notary Public in and for said State, personally appeared CAREY McNEAL, known or identified to me to be the Vice President of McNEAL FAMILY CORP., who executed the instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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



Jacqueline D. Porter
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Idaho
My Commission Expires: 5/7/04

EXHIBIT "A"

Two parcels of land situate in the NE1/4 of Section 11 and the NW1/4 of Section 12, T. 19 N., R. 1 E., B.M., Adams County, Idaho, containing a portion of Parcel H, L, and P, Meadowridge Estates, as shown on the official plat thereof on file as Instrument No. 83905, in the Office of the Recorder of Adams County, Idaho; and a portion of Parcel A, Kimberland Meadows Subdivision No. 2, as shown on the official plat thereof on file as Inst. No. 65531, in Book 2, Page 2 of Plats in the Office of the Recorder of Adams County, Idaho, more particularly described as follows:

PORTION EAST OF HOT SPRINGS ROAD

Commencing at a 5/8" rebar marking the quarter corner common to Sections 11 and 12, T. 19 N., R. 1 E., B.M., Adams County, Idaho, as shown on that particular Plat of Meadowcreek River Ranch, on file as instrument No. 100239, in Book 3, Page 3 of Plats, in the Office of the Recorder of Adams County, Idaho; thence, N. 00° 27' 20" W., 715.51 feet along the line common to said Sections 11 and 12, to an aluminum cap, the REAL POINT OF BEGINNING:
1 Thence, S. 89°09'31" W., 56.37 feet to a 5/8" rebar on the easterly right-of-way of Hot Springs Road, as shown on that particular Record of Survey on file as Instrument No. 98223, in the Office of the Recorder of Adams County, Idaho,
2 Thence, N. 00°50'29" W., 588.41 feet along said easterly right-of-way to a 5/8" rebar, thence, 27.50 feet along said easterly right-of-way on a curve to the right, whose radius is 970.00 feet, delta angle is 01°37'28", and whose long chord bears N. 00°01'45" W., 27.50 feet, thence, N. 00° 46' 59" E., 584.63 feet, along said easterly right-of-way, to a 5/8" rebar,
3 Thence, 105.79 feet along said easterly right-of-way on a curve to the left, whose radius is 530.00 feet, delta angle is 11°26'13", and whose long chord bears N. 04°56'07" W., 105.62 feet, to a 5/8" rebar,
4 Thence, 86.45 feet along said easterly right-of-way on a curve to the right, whose radius is 470.00 feet, delta angle is 10°32'19", and whose long chord bears N. 05°23'04" W., 86.33 feet to a 5/8" rebar,
5 Thence, 186.38 feet along said easterly right-of-way on a curve to the right, whose radius is 2,969.99 feet, delta angle is 03°35'44", and whose long chord bears N. 01°40'54" E., 186.35 feet to a 5/8" rebar,
thence, N. 03° 28' 49" E., 170.04 feet along said easterly right-of-way to a 5/8" rebar on the southerly right-of-way of River Ranch Circle,
thence, 63.98 feet along said southerly right-of-way on a curve to the right, whose radius is 25.00 feet, delta angle is 146°38'32", and whose long chord bears N. 76°48'03" E., 47.90 feet to a 5/8" rebar,
thence, S. 11°00'00" E., 165.00 feet to a 5/8" rebar,
thence, S. 30°00'00" E., 97.00 feet to a 5/8" rebar,
thence, S. 00°52'26" W., 269.83 feet to a 5/8" rebar,
thence, S. 09°03'48" E., 472.95 feet to a 5/8" rebar,
thence, S. 10°08'21" W., 787.17 feet to the Point of Beginning, containing 5.373 acres, more or less.

ALONG WITH: A 15 foot wide sanitary rowar easement lying easterly of and coincident with the following described portion of the easterly boundary of the above described parcel of land.

Commencing at a 5/8" rebar marking the quarter corner common to Sections 11 and 12, T. 19 N., R. 1 E., B.M., Adams County, Idaho, as shown on that particular Plat of Meadowcreek River Ranch, on file as Instrument No. 100239, in the Office of the Recorder of Adams County, Idaho; thence, N. 00° 27' 20" W., 715.51 feet along the line common to said Sections 11 and 12, to an aluminum cap, thence, N. 10°08'21" E., 122.50 feet, to the REAL POINT OF BEGINNING:

Thence, continuing N. 10°08'21" E., 664.67 feet to a 5/8" rebar,
thence, N. 09°03'48" W., 472.95 feet to a 5/8" rebar,
thence, N. 00°52'26" E., 160.22 feet, to the Point of Ending, containing 0.447 acres, more or less.

PORTION WEST OF HOT SPRINGS ROAD

Commencing at a 5/8" rebar marking the quarter corner common to Sections 11 and 12, T. 19 N., R. 1 E., B.M., Adams County, Idaho, as shown on that particular Plat of Meadowcreek River Ranch, on file as Instrument No. 100239, in the Office of the Recorder of Adams County, Idaho; thence, N. 00° 27' 20" W., 715.51 feet along the line common to said Sections 11 and 12, to an aluminum cap; thence, S. 89° 09' 31" W., 56.37 feet to a 5/8" rebar on the easterly right-of-way of Hot Springs Road, as shown on that particular Record of Survey on file as Instrument No. 98223, in the Office of the Recorder of Adams County, Idaho; thence, N. 00° 50' 29" W., 588.41 feet along said easterly right-of-way to a 5/8" rebar; thence, S. 89° 09' 31" W., 60.00 feet to a 5/8" rebar on the westerly right-of-way of Hot Springs Road, the REAL POINT OF BEGINNING:

thence, S. 00° 50' 29" E., 445.67 feet along said westerly right-of-way, to a 5/8" rebar
thence, 24.24 feet along a non-tangent curve to the left, whose radius is 25.00 feet, delta angle is 55° 33' 46", and whose long chord bears N. 28° 37' 22" W., 23.30 feet, to a 5/8" rebar,
thence, N. 57° 23' 08" W., 55.76 feet to a 5/8" rebar,
thence, 49.00 feet on a curve to the left, whose radius is 175.00, delta angle is 16° 02' 30", and whose long chord bears N. 70° 24' 48" W., 48.84 feet to a 5/8" rebar,
thence, 114.92 feet on a curve to the right, whose radius is 145.00 feet, delta angle is 45° 24' 40", and whose long chord bears N. 55° 43' 43" W., 111.94 feet to a 5/8" rebar,
thence, S. 28° 23' 07" W., 136.72 feet to a 5/8" rebar,
thence, N. 58° 25' 00" W., 199.43 feet to a 5/8" rebar,
thence, N. 11° 00' 00" E., 415.00 feet to a 5/8" rebar,
thence, N. 02° 00' 00" E., 500.00 feet to a 5/8" rebar,
thence, N. 50° 00' 00" E., 112.84 feet to a 5/8" rebar,
thence, East, 249.11 feet to a 5/8" rebar on the westerly right-of-way of Hot Springs Road,
thence, 34.30 feet along said westerly right-of-way on a non-tangent curve to the right, whose radius is 470.00 feet, delta angle is 04° 10' 54", and whose long chord bears S. 01° 18' 28" E., 34.30 feet,
thence, S. 00° 46' 59" W., 164.38 feet along said westerly right-of-way to a 1/2" rebar,
thence, West, 71.56 feet to a 1/2" rebar,
thence, South, 100.00 feet to a 1/2" rebar,
thence, S. 08° 14' 12" W., 80.83 feet to a 1/2" rebar,
thence, East, 80.68 feet to a 1/2" rebar on the westerly right-of-way of Hot Springs Road,
thence, S. 00° 46' 59" W., 240.24 feet along said westerly right-of-way to a 5/8" rebar,
thence, 29.20 feet along said westerly right-of-way on a curve to the left, whose radius is 1,030.00 feet, delta angle is 01° 37' 28", and whose long chord bears S. 00° 01' 45" E., 29.20 feet to the Point of Beginning, containing 8.210 acres, more or less.

Bearings based on plot of Kimberland Meadows Subdivision.

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR
MEADOWCREEK VILLAGE P.U.D.

EXHIBIT "B"

ALL OWNERS PLEASE NOTE that the Association's irrigation system is a non-potable pressurized irrigation system. There are potential hazards associated with non-potable water, and therefore Owners should satisfy themselves that no cross-connections have been made by any previous Owner, and that all faucets and risers associated with the irrigation system are adequately marked.

Requirements of the pressure irrigation system:

1. Construction of pressure irrigation system shall conform to IRPDWS 550.06g. and 552.01c., and follow the guidelines set forth in the DEQ Design File Note – Pressure Irrigation/Public Water Systems.
2. All irrigation mains will be identified with metallic red tap labeled Danger-Unsafe Water or Non-potable water marked along the length of the tape. Tape will be located approximately 6" below the surface.
3. All irrigation risers faucets, valve boxes, and vaults housing irrigation service connections shall be identified as part of a non-potable system with durable tags labeled "Danger-Unsafe Water", and a "Mr. Yuck" symbol.
4. There shall be no cross-connections between the pressure irrigation system and the MeadowCreek POA potable water service. No Owner may connect any alternate water source, including but not limited to the irrigation system, in any manner with the MeadowCreek POA potable water service or any associated water lines, connections or equipment.
5. Each Owner shall test each potable water service as they connect or add such services to their Home and/or Lot. Testing shall be the responsibility of the homeowner and shall consist of sampling from an inside water tap and testing for coliform bacteria to ensure that no cross connection with the irrigation system exists. Contact the Association Board of Directors for additional help.

INSTRUMENT NO. 102149
PAGE 1 OF 10

Instrument # 102149
COUNCIL, ADAMS, IDAHO
2002-08-14 09:51:53 No. of Pages: 10
Recorded for: BOB CRAWFORD
MICHAEL FISK
Ex-Officio Recorder Deputy *Sarah J. Wilson*
Index to: BY-LAWS

BYLAWS
OF

MEADOWCREEK VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.
An Idaho Nonprofit Corporation

ARTICLE I - OFFICES

Section 1: Principal Office: The principal office of the MeadowCreek Village Property Owner's Association, an Idaho nonprofit corporation (the "Corporation"), shall be located at 802 West Bannock, Boise, Idaho 83702. The Corporation may have such other offices as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 2: Registered Office: The registered office of the Corporation to be maintained in the State of Idaho shall be located at 802 West Bannock, Boise, Idaho 83702, and may be changed from time to time by the Board of Directors.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

Section 1: Organization: The Corporation is organized as an Idaho corporation under the Idaho Nonprofit Corporation Law. The Corporation is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, and the Declaration of Covenants, Conditions and Restrictions for MeadowCreek Village P.U.D. (hereinafter "Declaration"), recorded at the office of the Adams County Recorder. Neither the Articles nor these Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with the Declaration. In the event that there should exist any ambiguity in any provision of the Articles or these Bylaws, then such provision shall be construed, to the extent possible, so that such provision shall be interpreted to be consistent with the provisions of the Declaration.

Section 2: Membership: Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot of MeadowCreek Village, shall be a Member of the Corporation. Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. Transfer of a Lot shall automatically transfer membership in the Corporation.

Section 3: Voting Rights: The Corporation shall have one (1) class of voting members consisting of all Owners, each of whom shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be entitled to all rights and privileges of membership. The vote for such Lot shall be exercised as its Owners collectively determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Section 4: Suspension of Voting Rights: 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, whether Regular or Special, which have been levied by the Association.

ARTICLE III - MEETINGS

Section 1: Annual Meetings: An annual meeting of the members shall be held during the month of July in each year beginning in the year 2003, with the exact date, time and place of meeting to be established by the Board of Directors, for the purpose of electing directors, and for the transaction of such other business as may come before the meeting.

Section 2: Special Meetings: Special meetings of the members may be called by the Board of Directors or on the request of not fewer than thirty three percent (33%) of the Members of the Corporation.

Section 3: Place of Meetings: The Board of Directors may designate any place, either within or without the State of Idaho, as the place of meeting for any annual meeting or for any special meeting. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the principal office of the Corporation in the State of Idaho.

Section 4: Notice of Meeting: Written notice stating the place, day and hour of any meeting of members shall be delivered either personally or by mail to each member, not less than fifteen (15) days before the date of the meeting.

Section 5: Waiver of Notice: Whenever any notice is required to be given to any member under the provisions of the Idaho Nonprofit Corporation Act as set forth in Title 30, Chapter 3, Idaho Code (the "Act") or under the provisions of the Articles of Incorporation of the Corporation (the "Articles") or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 6: Officers of the Members' Meeting: The presiding officer at members' meetings shall be the President of the Corporation or, in the absence of the President, the Vice President or, in the absence of both the President and Vice President, a chairman elected by the members present at the meeting. The Secretary of the Corporation or, in the absence of the Secretary, any person appointed by the presiding officer of the meeting, shall act as Secretary of a members' meeting.

Section 7: Quorum and Voting Requirements: Two-thirds (2/3) of the members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. The members present at a duly organized and conveyed meeting where a quorum has been present can continue to business as a quorum until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. If a quorum is present, the affirmative vote of the majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater number is required by the Act, the Articles, or the Bylaws.

Section 8: Proxies: A member may vote either in person or by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution. Every proxy shall be revocable at the pleasure of the member who executed it.

Section 9: Action by Members Without a Meeting: Any action required or permitted to be taken at a meeting of the members of the Corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof. Such consent shall have the same effect as a unanimous vote of members, and may be stated as such in any articles or documents filed with the Idaho Secretary of State under the Act.

ARTICLE IV - DIRECTORS

Section 1: General Powers and Standard of Care: All corporate powers shall be exercised by or under authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except as may be otherwise provided in the Act or the Articles.

Section 2: Number, Tenure and Qualifications: The number of directors shall be three (3).

Directors shall be elected for staggered three-year terms. Each director shall hold office until the end of the term or until a successor shall be elected and qualified. Directors shall be elected when necessary at the annual meeting of the membership by a majority vote of the voting members present. Directors need not be members of the Corporation. The initial Board of Directors shall determine by lot the initial term of each director so that one director shall have a one-year term, one director shall have a two-year term, and one director shall have a three-year term.

Section 3: Vacancies: Any vacancy occurring on the Board of Directors shall be filled by the Board of Directors. Directors elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office.

Section 4: Removal of Directors: Any director may be removed from office for cause by a two-third (2/3) majority vote of the total directors. A director may be removed from office after two (2) unexcused absences within any twelve-month period of any Board meeting.

Section 5: Regular Meetings: A regular annual meeting of the Board of Directors shall be held without other notice than this Bylaw, within a month of the annual meeting of members. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board.

Section 6: Special Meeting: Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may designate any place as the place for holding any special meeting of the Board called by them.

Section 7: Notices: Notice of any special meeting of the Board of Directors shall be given at least five (5) days previous thereto by written notice delivered personally or sent by mail

or telegram to each director at his or her address as shown by the records of the Corporation. The attendance of a director at any meeting shall indicate that such director received notice of such meeting. The purpose of any special meeting of the Board shall be specified in the notice or waiver of notice of such meeting.

Section 8: Quorum: A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if fewer than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting without further notice. Once a quorum is established, it shall remain for the duration of the meeting.

Section 9: Manner of Acting: The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise provided by law or by these Bylaws.

Section 10: Informal Action: Any action required to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action as taken shall be signed by a majority of the directors.

Section 11: Open Meetings: It is the intent of the Corporation to conduct its business in open sessions whenever possible. However, in those circumstances where the Board is discussing or acting upon strategy with respect to litigation, implementation of security systems, purchase of property, interviews with prospective employees, and discussion of personnel matters, the meeting may be closed.

On any other matter which the Board feels must be dealt with in a confidential manner, the Board may close its meeting to the members of the Corporation and the general public. An affirmative two-thirds (2/3) vote of the Board members present is necessary to close the meeting.

Section 12: Compensation: The officers and directors shall serve without compensation, but reasonable expenses incurred may be reimbursed when expended for an in the interest of the Corporation and approved by the Board of Directors in advance.

Section 13: Director Conflicts of Interest: No contract or other transaction between the Corporation and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its directors are Directors or officers or are financially interest, shall be either void or voidable because of such relationship or interest or because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction or because such Director's or Directors' votes are counted for such purposes, if:

(a) The fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the vote or consent of such interested Directors; or.

(b) The fact of such relationship or interest is disclosed or known to the members entitled to vote and they authorize, approve, or ratify such contract or transaction by vote or written consent, in which vote or consent such interested Directors may participate to the extent that they are also members; or

(c) The contract or transaction is fair and reasonable to the Corporation and the fact of such relationship or interest is fully and fairly disclosed or known to the Corporation.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorized, approves, or ratifies such contract or transaction.

Section 14: Loans to Directors: The Corporation shall not lend money to or use its credit to assist its Directors or officers.

ARTICLE V - OFFICERS

Section 1: Number and Title: The officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer. Any two or more offices may be held by the same person, except the office of President and the office of Secretary must be held by two different persons.

Section 2: Election and Term of Office: The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon as possible. Each officer shall hold office until their successor shall be duly elected and qualified.

Section 3: Vacancies: Vacancies may be filled or a new office created and filled at any meeting of the Board.

Section 4: Removal: Any officer elected or appointed by the Board of Directors may be removed by an affirmative vote of two-thirds (2/3) of the total Board whenever, in its judgment, the best interest of the corporation would be served thereby.

Section 5: President: The President shall preside at all meetings of the Board of Directors and the general membership. S/he may sign with the Secretary, or any other proper officer of the corporation authorized by the Board of Directors, any deed, mortgage, bond, contract, or other instrument which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated to some other officer or agent of the Corporation. In general, s/he shall perform all duties incident to the office of President and such other duties which shall be prescribed by the Board of Directors from time to time.

Section 6: Vice President: In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or in the event there shall be more than

one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform other duties as from time to time may be assigned by the President or the Board of Directors.

Section 7: Secretary: The Secretary shall keep the permanent minutes of the meetings of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law; be custodian of the corporate records and corporate seal; keep a register of the name and post office address of each corporate member, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the Board of Directors.

Section 8: Treasurer: The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; the Treasurer shall assure that the bookkeeper receive and give receipts for money due and payable to the Corporation from any source whatsoever and deposit all monies in the name of the Corporation in such bank or other financial institution as shall be selected by the Board of Directors, and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors. The Treasurer and executive director shall, with the appropriate standing committee, prepare an annual operating budget showing income and expenses to be presented to the Board for approval at the annual regular meeting of the Board of Directors.

ARTICLE VI - COMMITTEES

Section 1: Standing Committees: The Board of Directors may establish such committees as may be necessary and appropriate to carry out the business of the Corporation. Each committee shall have the duties and responsibilities delegated to it by the Board of Directors.

Section 2: Duties: The duties, responsibilities, authority and composition of all standing committees and ad hoc committees shall be stated in writing and adopted by resolution of the Board of Directors.

Section 3: Term of Office: All committee members shall serve until the first annual meeting following their appointment or until their successors have been appointed.

ARTICLE VII - DUTIES AND POWERS OF THE CORPORATION

Section 1: General Powers of the Corporation: The specific and primary purposes and powers of the Corporation and its Board of Directors are to enforce the provisions of the Declaration and the Corporation's Articles and these Bylaws, and any other instruments relating to the management and control of the Corporation. The Corporation may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes

of meeting its duties set forth in the Declaration. The Corporation, through its Board of Directors, shall have the authority to delegate its powers to committees, offices of the Corporation or its employees.

Section 2: Corporation Rules: The Board of Directors shall have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable. The rules of the Corporation shall govern such matters in furtherance of the purposes of the Corporation. The rules of the Corporation may not discriminate among Owners and shall not be inconsistent with the Declaration, the Articles or Bylaws. A copy of the rules of the Corporation as they may from time to time be adopted, amended or repealed or a notice setting forth the adoption, amended or repealed or a notice setting forth the adoption, amendment or repeal of specific portions of the rules of the Corporation shall be delivered to each Owner in the same manner established in the Declaration for the delivery of notices. Upon completion of the notice requirements, said rules of the Corporation shall have the same force and effect as if they were set forth in and were part of the Declaration and shall be binding on the Owners and their successors in interest whether or not actually received. The rules of the Corporation, as adopted, amended or repealed, shall be available at the principal office of the Corporation to each owner. In the event of any conflict between any such rules of the Corporation and any other provision of the Declaration, or the Articles or these Bylaws, the provisions of the rules of the Corporation shall be deemed to be superseded by the provisions of the Declaration, the Articles or these Bylaws to the extent of any such conflict.

ARTICLE VIII - MISCELLANEOUS

Section 1: Indemnification: The Corporation shall indemnify any director, officer or former director or officer of the Corporation against expenses actually and reasonably incurred by him/her in connection with the defense of any action, suit or proceeding, civil or criminal, in which s/he is made a party by reason of being or having been a director or officer, except in relation to matters as to which s/he is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty to the Corporation.

Section 2: Depositories: All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, savings and loan associations, trust companies, or other depositories as the Board of Directors may elect.

Section 3: Contracts: The Board of Directors may authorize any officer(s) or agent(s) of the Corporation, in addition to the officers authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 4: Checks, Drafts, Etc.: All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by such persons and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instrument shall be signed by the Treasurer or an assistant Treasurer.

Section 5: Fiscal Year: The fiscal year of the Corporation shall end on the last day of December of each year.

Section 6: Investment: Any funds of the Corporation which are not needed currently for the activities of the Corporation may, at the direction of the Board of Directors, be invested in such investments as are permitted by law.

Section 7: Non-liability of Directors, Officers, Committee Members: To the fullest extent permitted by law, neither the Board, any committees of the Corporation or any member of such Board or committee shall be liable to any Member of the Corporation for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, act, omission, error, negligence or the like, made in good faith, and while such Board, committees or persons reasonably believed to be acting within the scope of their duties.

Section 8: Books and Records: The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep a record giving the name and address of the members entitled to vote. All books and records of the Corporation may be inspected by any member or his agent or attorney or the general public for any proper purpose at any reasonable time.

Section 9: Dissolution:

(a) A resolution to dissolve the Corporation shall be submitted to a vote of the members.

(b) In the event of dissolution of the Corporation, the Board of Directors shall, after payment of all liabilities of the Corporation, dispose of the assets of the Corporation, exclusively for the purposes of the Corporation in such manner or to such organizations organized and operating exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) and which is organized for purposes substantially similar to that of the Corporation.

Section 10: Nondiscrimination: This Corporation is an equal opportunity employer and shall make available its services without regard to race, creed, age, sex, color, ancestry, or national origin.

Section 11: Political Activity: The Corporation shall not, in any way, use corporate funds in the furtherance of, nor engage in, any political activity for or against any candidate for public office. However, this Bylaw shall not be construed to limit the right of any official or member of this Corporation to appear before any legislative committee, to testify as to matters involving the Corporation.

Section 12: Gifts: The Board of Directors may accept, on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purposes of the Corporation.

Section 13: Parliamentary Procedure: All meetings of the Board of Directors and membership shall be governed by *Roberts' Rules of Order* (Current Edition), unless contrary procedure is established by the Articles of Incorporation or these Bylaws, or by resolution of the Board of Directors.

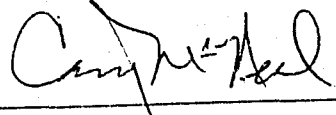
ARTICLE IX - AMENDMENTS

These Bylaws may be altered, amended, or repealed and a new set of Bylaws adopted by a two-thirds (2/3) majority vote of the Board of Directors except that any amendment of these Bylaws which would alter, amend or modify the provisions of Section 2 or 3 herein shall require a vote of two-thirds (2/3) of the membership. At least ten (10) days' prior written notice setting forth a proposed action and time and place of meeting shall be given to all Directors.

SECRETARY'S CERTIFICATION

This is to certify that the foregoing Bylaws have been duly adopted by the Board of Directors at a meeting held on May 3rd, 2002.

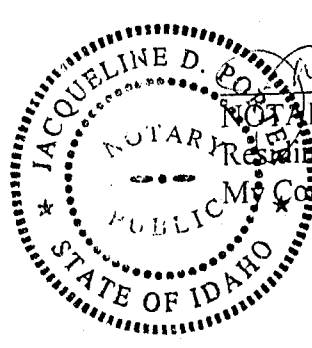
MEADOWCREEK VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

By: 

President

STATE OF IDAHO,)
) ss.
County of Ada)

On this 3rd day of May, 2002, before me, Jacqueline D. Porter, a Notary Public in and for said State, personally appeared CAREY H. MCNEAL, known or identified to me to be the **President of MeadowCreek Village Property Owners' Association, Inc.**, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


Jacqueline D. Porter
NOTARY PUBLIC FOR IDAHO
Residing at: Boise, Idaho
Commission Expires: 5/7/04