

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;