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Index to: COVENANTS

PHASE I
SUPPLEMENT TO THE
MASTER DECLARATION
OF COVENANTS, CONDITIONS
& RESTRICTIONS
FOR
ELK CROSSING SUBDIVISION

NOTICE

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH AND EVERY POTENTIAL RESIDENT AND OWNER OF PROPERTY WITHIN PHASE I OF THE ELK CROSSING SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT, TOGETHER WITH THE MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR ELK CROSSING SUBDIVISION, DETAILS THE OBLIGATIONS AND RESPONSIBILITIES IMPOSED UPON ALL OWNERS AND OCCUPANTS OF PHASE I OF THE ELK CROSSING SUBDIVISION.

THE GRANTOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY GRANTOR. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING ANY ASPECT OF PHASE I OF THE ELK CROSSING SUBDIVISION, INCLUDING THE TOTAL OR TYPE OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER TO PAY FOR ANY ASPECT OF THE ELK CROSSING SUBDIVISION SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS OF THIS PHASE I SUPPLEMENT SHALL CONTROL.

POTENTIAL RESIDENTS AND OWNERS ARE ADVISED TO REVIEW THIS PHASE I SUPPLEMENT WITH THEIR LEGAL AND OTHER ADVISORS PRIOR TO ACQUIRING A LOT.

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PHASE I SUPPLEMENT
TO THE
MASTER DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
ELK CROSSING SUBDIVISION

THIS PHASE I SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR ELK CROSSING SUBDIVISION (hereinafter referred to as "Phase I Supplement") is made this 10th day of October, 2005 by Elk Crossing Development, LLC ("Grantor" and "Class B Member").

ARTICLE 1: RECITALS

1.1 Supplement to Master Declaration. This Phase I Supplement is a supplement to that certain Master Declaration of Covenants, Conditions, Easements and Restrictions for Elk Crossing Subdivision, recorded on the 12th day of October, 2005, in the official records of the County of Adams, State of Idaho, as Instrument Number 110152 (hereinafter referred to as the "Master Declaration").

This Phase I Supplement supplements the Master Declaration with respect to that certain real property legally described on Exhibit A, attached hereto and made a part hereof ("Phase I"), which is a portion of that certain real property shown on Elk Crossing Subdivision – Phase 1 final plat recorded on the 12th day of October, 2005, in the official records of the County of Adams, State of Idaho, as Instrument Number 110151 (the "Plat"). The covenants, conditions, easements and restrictions contained in this Phase I Supplement are in addition to those covenants, conditions, easements and restrictions contained in the Master Declaration, except insofar as the covenants, conditions, easements and restrictions of the Master Declaration are hereinafter expressly modified.

1.2 Phase. Phase I is hereby designated as a Phase of the Property, as that term is defined in the Master Declaration.

1.3 Purpose. The purpose of this Phase I Supplement is to subject Phase I to the terms, covenants, conditions, easements and restrictions of the Master Declaration, and to designate certain Common Area, Local Common Area and Restricted Area, if any, and to set forth other terms, covenants, conditions, easements and restrictions which are unique to Phase I.

ARTICLE 2: DECLARATION

Grantor hereby declares that Phase I and each Lot, parcel or portion thereof is hereby made a part of the Property as that term is defined in the Master Declaration, and is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the covenants, conditions, easements, restrictions, and all provisions of the Master Declaration and this Phase I Supplement.

ARTICLE 3: DEFINITIONS

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Master Declaration.

ARTICLE 4: PHASES AND LOCAL ASSOCIATIONS

4.1 Creation. Pursuant to Section 1, this Phase I Supplement designates and creates a Phase which shall consist of all of the property contained within Phase I.

4.2 Membership, Voting, Powers and Duties. Each Owner of a Lot within Phase I, and by virtue of being an Owner, shall be a Member of the EC Homeowners' Association (the "EC Owners Association") and is subject to the EC Owners Association's Articles of Incorporation and Bylaws. The Members of Phase I shall have the rights in the EC Owners Association as provided in the Master Declaration. In the event of a conflict between this Phase I Supplement and the Master Declaration, the Master Declaration shall govern and control.

ARTICLE 5: MISCELLANEOUS

5.1 Term. The covenants, conditions, restrictions and equitable servitudes of this Phase I Supplement shall run until December 31, 2050, unless amended as provided in this Phase I Supplement. After December 31, 2050, 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 approved by Members holding at least a majority of the voting power of the EC Owners Association and such written instrument is recorded with the Adams County Recorder's Office.

5.2 Amendment.

5.2.1 By Grantor. Except as provided in Section 5.3, until the recordation of the first deed to a Lot within Phase I, the provisions of this Phase I Supplement may be amended, modified, clarified, supplemented, added to or terminated (collectively "amendment") by Grantor by recordation of a written instrument setting forth such amendment. In addition, Grantor, regardless of whether it has conveyed any Lot(s) to an Owner, shall have the exclusive right, power and authority to amend this Phase I Supplement at any time and at its discretion, to comply with any and all requirements and conditions of the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), the Federal Housing Administration ("FHA"), the Veterans Administration ("VA") and the Federal Home Loan Mortgage Corporation ("FHLMC").

5.2.2 By Owners. Except as provided in Sections 5.2.1 and 5.2.3, after the recordation of the first deed to a Lot, any amendment to any provision of this Phase I Supplement, other than to this Article 5, shall be by an instrument in writing signed and acknowledged by the president and secretary of the EC Owners Association certifying and attesting that such amendment has been approved by the vote or written consent of Members representing more than fifty one percent (51%) of the total voting power within the EC Owners Association as cast by the Members, except where a greater percentage is required by express provision in the Master Declaration or this

Phase I Supplement, and such amendment shall be effective upon its recordation with the Adams County Recorder's Office. Any amendment to this Article 5 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power within the EC Owners Association.

5.2.3 Effect of Amendment. Any amendment of this Phase I Supplement approved in the manner specified above shall be binding on and effective as to all Owners of any lot, parcel or portion of property within Phase I and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to Phase I but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

5.3 Mortgage Protection. The provisions of Article XII, Section 12.5 of the Master Declaration shall be specifically applicable to Phase I.

5.4 Notices. Any notices permitted or required to be delivered as provided in this Phase I Supplement shall be in writing and may be delivered either personally, by fax 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, first class, postage prepaid, addressed to any Person at the address given by such Person to the EC Owners Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the EC Owners Association or to the address of such Person as contained in the Adams County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the EC Owners Association.

5.5 Enforcement and Non-Waiver.

5.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner, Association or Grantor shall have the right to enforce any or all of the provisions of this Phase I Supplement against any property within Phase I and against the Owners thereof.

5.5.2 Violations and Nuisances. The failure of any Owner of a Lot within Phase I to comply with any provision hereof, any provision of the Master Declaration, or with any provision of the Project Documents, is hereby declared a nuisance and will give rise to a cause of action in Grantor, an Association or any Owner for recovery of damages or for negative or affirmative injunctive relief or both. Any violation of any federal, state, municipal or local law, statute, ordinance, rule or regulation pertaining to the ownership, occupation or use of any property within Phase I is hereby declared to be a violation of this Phase I Supplement and subject to any or all of the enforcement procedures set forth in this Phase I Supplement and any or all enforcement procedures in law and equity.

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

5.6 Interpretation. The provisions of this Phase I Supplement shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of Phase I. This Phase I Supplement shall be construed and governed under the laws of the State of Idaho.

5.6.1 Restrictions Construed Together. All of the provisions hereof and all provisions of the Master Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of Phase I as set forth in the recitals of this Phase I Supplement.

5.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Subsection 5.6.1, each of the provisions of this Phase I Supplement 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.

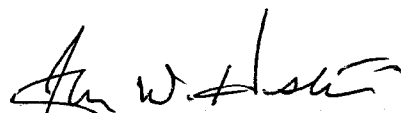
5.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

5.6.4 Captions. All captions and titles used in this Phase I Supplement are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

5.7 Successors and Assigns. All references herein to Grantor, Owners, Members, an Association or Person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Members, Association or Person.

14th IN WITNESS WHEREOF, the undersigned have duly executed this Phase I Supplement this day of October, 2005.

Elk Crossing Development, LLC,
an Idaho limited liability company

By: 
James W. Hastie, its Manager
aka James Watson Hastie

STATE OF IDAHO)

County of Adams) ss.

aka James Watson Hastie

On this 14th day of October, in the year of 2005, before me, a Notary Public in and for said State, personally appeared James W. Hastie, known or identified to me to be a member of Elk Crossing Development, LLC, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

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

Karen L. Amidon
Notary Public for Idaho
Residing at Cambridge, ID
My commission expires: 6/26/2009

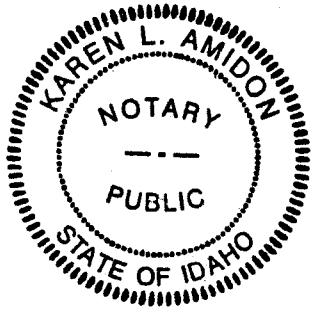


EXHIBIT A
Legal Description of Phase I

EXHIBIT "A"

Legal Description of Property

LEGAL DESCRIPTION (SUBDIVISION BOUNDARY) * * * * *

A TRACT OF LAND LOCATED IN A PORTION OF THE NW 1/4 SW 1/4 OF SECTION 5, AND IN PORTIONS OF THE SE 1/4, E 1/2 SW 1/4, SW 1/4 NE 1/4 AND SE 1/4 NW 1/4 OF SECTION 6, T.16 N., R.1 W., BOISE MERIDIAN, ADAMS COUNTY, IDAHO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1/4 CORNER COMMON TO SECTIONS 6 AND 7, T.16 N., R.1 W., BOISE MERIDIAN, ADAMS COUNTY, IDAHO; THENCE S 89°48'00"W, 1363.13 FEET ALONG THE LINE COMMON TO SECTIONS 6 AND 7 TO THE SOUTHWEST CORNER OF THE E 1/2 SW 1/4 OF SECTION 6; THENCE N 00°30'26"W, 2630.92 FEET ALONG THE WEST LINE OF THE E 1/2 SW 1/4 OF SECTION 6 TO THE NORTHWEST CORNER OF THE E 1/2 SW 1/4 OF SECTION 6; THENCE N 25°10'00"E, 925.90 FEET; THENCE N 78°30'00"E, 838.98 FEET; THENCE N 83°50'15"E, 282.36 FEET; THENCE S 41°25'00"E, 740.47 FEET; THENCE S 19°20'00"E, 1749.10 FEET; THENCE N 61°45'00"E, 130.05 FEET; THENCE N 04°55'00"E, 118.98 FEET; THENCE ALONG A 1958.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 210.74 FEET (CHORD N 01°50'00"E, 210.64 FEET) TO A POINT ON A COMPOUND CURVE WITH CENTER BEING S 88°45'00"W, 208.00 FEET RADIAL DISTANCE; THENCE COUNTERCLOCKWISE ALONG SAID COMPOUND CURVE, AN ARC DISTANCE OF 186.96 FEET (CHORD N 27°00'00"W, 180.73 FEET) TO A POINT ON A REVERSE CURVE WITH CENTER BEING N 37°15'00"E, 192.00 FEET RADIAL DISTANCE; THENCE CLOCKWISE ALONG SAID REVERSE CURVE, AN ARC DISTANCE OF 639.77 FEET (CHORD N 42°42'30"E, 382.26 FEET); THENCE S 41°50'00"E, 112.97 FEET; THENCE ALONG A 408.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 342.90 FEET (CHORD S 65°54'37"E, 332.90 FEET) TO A POINT ON A REVERSE CURVE WITH CENTER BEING S 00°00'45"W, 1942.00 FEET RADIAL DISTANCE; THENCE CLOCKWISE ALONG LAST SAID REVERSE CURVE, AN ARC DISTANCE OF 465.62 FEET (CHORD S 83°07'07"E, 464.50 FEET) TO A POINT ON A REVERSE CURVE WITH CENTER BEING N 13°45'00"E, 158.00 FEET RADIAL DISTANCE; THENCE COUNTERCLOCKWISE ALONG LAST SAID REVERSE CURVE, AN ARC DISTANCE OF 157.18 FEET (CHORD N 75°15'00"E, 150.78 FEET); THENCE N 46°45'00"E, 234.20 FEET; THENCE ALONG A 242.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 62.74 FEET (CHORD N 54°10'39"E, 62.57 FEET) TO A POINT ON A REVERSE CURVE WITH CENTER BEING N 28°23'43"W, 18.00 FEET RADIAL DISTANCE; THENCE COUNTERCLOCKWISE ALONG LAST SAID REVERSE CURVE, AN ARC DISTANCE OF 25.89 FEET (CHORD N 20°24'11"E, 23.71 FEET); THENCE N 69°12'04"E, 12.00 FEET TO THE WESTERLY RIGHT-OF-WAY LIMIT OF OLD HORNET ROAD AND A POINT ON A NONTANGENT CURVE WITH CENTER BEING N 69°12'04"E, 3025.00 FEET RADIAL DISTANCE; THENCE COUNTERCLOCKWISE ALONG SAID NONTANGENT CURVE, AN ARC DISTANCE OF 70.46 FEET (CHORD S 21°27'58"E, 70.46 FEET); THENCE S 22°08'00"E, 50.33 FEET ALONG THE WESTERLY RIGHT-OF-WAY LIMIT OF OLD HORNET ROAD; THENCE S 67°47'08"W, 12.00 FEET TO A POINT ON A NONTANGENT CURVE WITH CENTER BEING S 67°47'08"W, 18.00 FEET RADIAL DISTANCE; THENCE COUNTERCLOCKWISE ALONG SAID NONTANGENT CURVE, AN ARC DISTANCE OF 32.03 FEET (CHORD N 73°11'26"W, 27.97 FEET) TO A POINT ON A COMPOUND CURVE WITH CENTER BEING S 34°10'00"E, 158.00 FEET RADIAL DISTANCE; THENCE COUNTERCLOCKWISE ALONG SAID COMPOUND CURVE, AN ARC DISTANCE OF 25.05 FEET (CHORD S 51°17'30"W, 25.02 FEET); THENCE S 46°45'00"W, 234.20 FEET; THENCE ALONG A 242.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 240.75 FEET (CHORD S 75°15'00"W, 230.94 FEET) TO A POINT ON A REVERSE CURVE WITH CENTER BEING S 13°45'00"W, 1858.00 FEET RADIAL DISTANCE; THENCE COUNTERCLOCKWISE ALONG LAST SAID REVERSE CURVE, AN ARC DISTANCE OF 445.48 FEET (CHORD N 83°07'07"W, 444.41 FEET) TO A POINT ON A REVERSE CURVE WITH CENTER BEING N 00°00'45"E, 492.00 FEET RADIAL DISTANCE; THENCE CLOCKWISE ALONG LAST SAID REVERSE CURVE, AN ARC DISTANCE OF 413.50 FEET (CHORD N 65°54'37"W, 401.44 FEET); THENCE N 41°50'00"W, 112.97 FEET; THENCE ALONG A 108.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 359.87 FEET (CHORD S 42°42'30"W, 215.02 FEET) TO A POINT ON A REVERSE CURVE WITH CENTER BEING S 37°15'00"W, 292.00 FEET RADIAL DISTANCE; THENCE CLOCKWISE ALONG LAST SAID REVERSE CURVE, AN ARC DISTANCE OF 262.46 FEET (CHORD S 27°00'00"E, 253.72 FEET) TO A POINT ON A COMPOUND CURVE WITH CENTER BEING S 88°45'00"W, 2042.00 FEET RADIAL DISTANCE; THENCE CLOCKWISE ALONG LAST SAID COMPOUND CURVE, AN ARC DISTANCE OF 219.78 FEET (CHORD S 01°50'00"W, 219.67 FEET); THENCE S 04°55'00"W, 366.43 FEET; THENCE N 76°06'00"E, 524.92 FEET; THENCE S 16°38'00"E, 901.28 FEET TO A POINT ON THE NORTHERLY LIMIT OF THAT TRACT ON RECORD OF SURVEY INSTRUMENT NO. 104388; THENCE S 76°04'58"W, 2187.91 FEET ALONG THE NORTHERLY LIMIT OF THAT TRACT ON RECORD OF SURVEY INSTRUMENT NO. 104388 TO THE POINT OF BEGINNING; CONTAINING 205.105 ACRES, MORE OR LESS; BEING SURVEYED AND MONUMENTED ACCORDING TO THIS PLAT; SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND/OR APPARENT.

LEGAL DESCRIPTION (TEMPORARY EMERGENCY ACCESS EASEMENT) * * * * *
A STRIP OF LAND 60 FEET IN WIDTH, LOCATED IN PORTIONS OF THE NE 1/4 AND E 1/2 NW 1/4 OF
SECTION 6, T.16 N., R.1 W., BOISE MERIDIAN, ADAMS COUNTY, IDAHO; SAID STRIP BEING 30 FEET EACH
SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 5 AND 6, T.16 N., R.1 W., BOISE MERIDIAN, ADAMS
COUNTY, IDAHO; THENCE N 20°10'30"W, 1329.84 FEET TO A POINT ON THE CENTERLINE OF OLD HORNET ROAD
AND THE POINT OF BEGINNING OF THIS EASEMENT; THENCE N 89°10'00"W, 1235.75 FEET; THENCE ALONG A 1000.00
FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 228.35 FEET (CHORD N 82°37'30"W, 227.85 FEET);
THENCE N 76°05'00"W, 79.96 FEET; THENCE ALONG A 500.0 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE
OF 313.43 FEET (CHORD S 85°57'30"W, 308.33 FEET); THENCE S 68°00'00"W, 37.85 FEET; THENCE ALONG A 200.00
FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 43.34 FEET (CHORD S 74°12'30"W, 43.26 FEET); THENCE
S 80°25'00"W, 108.73 FEET; THENCE ALONG A 300.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF
38.83 FEET (CHORD S 76°42'30"W, 38.81 FEET); THENCE S 73°00'00"W, 81.32 FEET; THENCE ALONG A 125.00 FOOT
RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 91.08 FEET (CHORD N 86°07'30"W, 89.08 FEET); THENCE
N 65°15'00"W, 24.74 FEET; THENCE ALONG A 300.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 55.41
FEET (CHORD N 70°32'30"W, 55.34 FEET); THENCE N 75°50'00"W, 53.55 FEET; THENCE ALONG A 1100.00 FOOT RADIUS
CURVE TO THE LEFT, AN ARC DISTANCE 217.58 FEET (CHORD N 81°30'00"W, 217.23 FEET) TO A POINT ON A COMPOUND
CURVE WITH CENTER BEING S 02°50'00"W, 200.00 FEET RADIAL DISTANCE; THENCE COUNTERCLOCKWISE ALONG SAID
COMPOUND CURVE, AN ARC DISTANCE OF 49.16 FEET (CHORD S 85°47'30"W, 49.04 FEET) TO A POINT ON A REVERSE
CURVE WITH CENTER BEING N 11°15'00"W, 200.00 FEET RADIAL DISTANCE; THENCE CLOCKWISE ALONG LAST SAID REVERSE
CURVE, AN ARC DISTANCE OF 70.10 FEET (CHORD S 88°47'30"W, 69.75 FEET); THENCE N 81°10'00"W, 86.23 FEET;
THENCE ALONG A 140.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 84.30 FEET (CHORD N 63°55'00"W,
83.03 FEET); THENCE N 46°40'00"W, 14.14 FEET; THENCE ALONG A 175.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC
DISTANCE OF 94.94 FEET (CHORD N 62°12'30"W, 93.78 FEET) TO A POINT ON A COMPOUND CURVE WITH CENTER BEING
S 12°15'00"W, 370.00 FEET RADIAL DISTANCE; THENCE COUNTERCLOCKWISE ALONG LAST SAID COMPOUND CURVE, AN ARC
DISTANCE OF 110.32 FEET (CHORD N 86°17'30"W, 109.91 FEET); THENCE S 85°10'00"W, 70.33 FEET; THENCE ALONG A
25.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 40.80 FEET (CHORD S 38°25'00"W, 36.42 FEET); THENCE
S 08°20'00"E, 80.71 FEET; THENCE ALONG A 200.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 95.99 FEET
(CHORD S 22°05'00"E, 95.07 FEET); THENCE S 35°50'00"E, 49.23 FEET; THENCE ALONG A 70.00 FOOT RADIUS CURVE TO
THE LEFT, AN ARC DISTANCE OF 91.32 FEET (CHORD S 73°12'30"E, 84.98 FEET); THENCE N 69°25'00"E, 53.08 FEET;
THENCE ALONG A 250.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 77.81 FEET (CHORD N 78°20'00"E,
77.50 FEET); THENCE N 87°15'00"E, 67.03 FEET; THENCE ALONG A 400.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC
DISTANCE OF 123.92 FEET (CHORD S 83°52'30"E, 123.42 FEET); THENCE S 75°00'00"E, 111.69 FEET; THENCE ALONG A
600.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 190.24 FEET (CHORD S 65°55'00"E, 189.45 FEET);
THENCE S 56°50'00"E, 111.45 FEET TO THE NORTH LINE OF ELK CROSSING AND THE TERMINUS OF THIS EASEMENT.



BYLAWS

OF

EC HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1 GENERAL PLAN OF OWNERSHIP

Section 1.1 Name. The name of the corporation is the EC HOMEOWNERS' ASSOCIATION, INC. (the "EC Owners Association"). The principal office of the EC Owners Association shall be located at 2150 Old Hornet Road, Council, in Adams County, Idaho.

Section 1.2 Bylaws Applicability. The provisions of these Bylaws are applicable to Elk Crossing Subdivision (hereinafter called the "Property"), a planned residential development located in the City of Council, County of Adams, State of Idaho, generally provided for in the Master Declaration of Covenants, Conditions and Restrictions for Elk Crossing Subdivision, recorded in the office of the County Recorder, County of Adams, State of Idaho, as amended and supplemented from time to time (the "Declaration").

Section 1.3 Personal Application. All present and future Owners and Occupants, and their employees and any other person that might use the facilities owned and/or managed by the EC Owners Association in any manner, are subject to the regulations set forth in these Bylaws, the Articles of Incorporation, and the Declaration, as any of the foregoing are amended and supplemented from time to time (collectively, the "Master Declaration"). The mere acquisition or rental of any Lot or the mere act of occupancy of any Lot will signify that the Owner or Occupant has accepted, ratified, and will comply with these Bylaws.

ARTICLE 2 MEMBERS

Section 2.1 Members. All Owners of Lots within the Property shall be Members of the EC Owners Association.

Section 2.2 Voting. The EC Owners Association shall have two classes of memberships:

(a) Class A Members. Class A Members shall be the Owners of Lots within the Property as designated by the Master Declaration, any Supplemental Declaration or other recorded document, excluding the Grantor. Upon and after the Class B Member Termination Date, at all meetings of the EC Owners Association each Class A Member shall be entitled to one (1) vote for each Lot within the Property owned by such Class A Member. Upon the Class B Member Termination Date, Grantor shall become a Class A Member and shall be entitled to one (1) vote for each Lot owned by the Grantor within the Property.

(b) Class B Member. Grantor, by and through Grantor's designated representative ("Grantor's Delegate") shall be the Class B Member, and shall be entitled to five (5) votes for each of the seventeen (17) approved Lots for Elk Crossing, less five (5) votes for each Lot owned by a Person other than Grantor. The Class B Member shall cease to be a voting

Member in EC Owners Association upon the earlier to occur of the following: (i) the date Grantor informs the Board in writing that Grantor no longer wishes to exercise its rights as the Class B Member hereunder; or (ii) on June 1, 2020. This date may be referred to herein as the "Class B Member Termination Date."

In the event the number of anticipated Lots within Elk Crossing is increased beyond 17 approved Lots prior to the Class B Termination Date, the Class B member shall be entitled to an additional five (5) votes for each such additional Lot.

Section 2.3 Annual Meetings of Members. The EC Owners Association shall hold an annual meeting of Members each year and the first annual meeting shall be held within twelve (12) months following the close of the first sale of a Lot, and each subsequent regular annual meeting shall be determined by the Board of Directors. The Members may transact such business of the EC Owners Association as may properly come before them at any such annual meeting at which a quorum is present.

Section 2.4 Special Meetings. It shall be the duty of the EC Owners Association's president to call a special meeting of the EC Owners Association as directed by resolution of the Board or upon request of the Class B Member. The notice of all special meetings shall be given as provided in Section 2.7 of these Bylaws, and shall state the nature of the business to be undertaken. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of the Members representing more than fifty percent (50%) of the total voting power in the EC Owners Association, either in person or by proxy.

Section 2.5 Order of Business. The order of business at all meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of committees; (e) unfinished business; and (f) new business.

Section 2.6 Place of Meetings. Meetings of the EC Owners Association shall be held upon the Property or at such other suitable place as close thereto as practicable in Adams County as may be designated by the Board, and shall be conducted in accordance with Robert's Rules of Order.

Section 2.7 Notice of Meetings. Notice of annual or special meetings of the EC Owners Association shall be delivered, mailed or faxed to all Members and shall be given not less than five (5) days nor more than thirty (30) days prior to the time of said meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken at any special meeting, by the acting chairman of the previous annual meeting, or, in such person's absence, by the EC Owners Association's secretary of the previous annual meeting, or, in both persons' absence, by the Members having one-quarter (1/4) of the total voting power in the EC Owners Association. The mailing of a notice, postage prepaid, in the manner provided in this Section 2.7, shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished to the EC Owners Association's secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place on the Property.

Section 2.8 Quorum. Except as otherwise provided in these Bylaws, the Articles or the Master Declaration, prior to the Class B Member Termination Date, the presence in person or by proxy of the Class B Member shall constitute a quorum. After the Class B Member Termination Date, the presence in person or by proxy of the Members representing at least fifty percent (50%) of the total votes of the EC Owners Association shall constitute a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members representing no less than fifty percent (50%) of the quorum required at the preceding meeting shall constitute a quorum. Except as otherwise provided in the Master Declaration, decisions and resolutions of the EC Owners Association shall require an affirmative vote of the Members representing a majority of the total voting power present at an annual or special meeting of the EC Owners Association at which a quorum is present.

Section 2.9 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the EC Owners Association's secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall be revocable at the pleasure of the Member who executed the proxy and shall automatically cease after completion of the meeting for which the proxy was filed, if filed for a particular meeting. In no event shall a proxy be valid after eleven (11) months from the date of its execution.

Section 2.10 Action Without Meeting. Any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the EC Owners Association, may be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the EC Owners Association's secretary. Any action so approved shall have the same effect as though taken at a meeting of the Members.

ARTICLE 3 BOARD OF DIRECTORS

Section 3.1 Number and Qualification. The Property, business and affairs of the EC Owners Association shall be governed and managed by a Board of Directors composed of not less than three (3) and no more than seven (7) Directors, who, prior to the Class B Member Termination Date, shall be appointed by the Class B Member in the Class B Member's discretion. The Directors shall serve until the next annual meeting of the Members unless earlier removed by the Class B Member with or without cause and in the Class B Member's discretion, or until death, resignation or judicial adjudication of mental incompetence. Following the Class B Member Termination Date, the Board shall consist of those Directors who shall be elected by a majority vote of the Members at the annual meeting of Members, and shall serve until the next annual meeting, or until a successor has been elected or until death, resignation, removal or judicial adjudication of mental incompetence. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained

shall be construed to preclude any Director from serving the EC Owners Association in some other capacity and receiving compensation therefor.

Section 3.2 General Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the EC Owners Association, as more fully set forth in the Master Declaration, and may do all such acts and things as are not by law, the Master Declaration, the Articles or by these Bylaws directed to be exercised and done exclusively by the Owners, Members and/or Grantor.

Section 3.3 Specific Powers and Duties. Without prejudice to such foregoing general powers and duties, and such powers and duties as set forth in the Master Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

(a) To select, appoint and remove all officers, agents, and employees of the EC Owners Association; to prescribe such powers and duties for them as may be consistent with law, with the Articles, the Master Declaration, and these Bylaws; to fix their compensation, if any; and to require from them security for faithful service when deemed advisable by the Board of Directors;

(b) To conduct, manage and control the affairs and business of the EC Owners Association, and to make and enforce such rules and regulations therefor consistent with law, with the Articles, the Master Declaration, and these Bylaws, as the Board of Directors may deem necessary or advisable;

(c) To change the principal office for the transaction of the business of the EC Owners Association from one location to another within Adams County, State of Idaho, as provided in Section 1.1 hereof; to designate any place within said County for the holding of any annual or special meeting of the EC Owners Association consistent with the provisions hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time as the Board of Directors in its judgment may deem best, provided that such seal shall at all times comply with the provisions of law;

(d) To borrow money and to incur indebtedness for the purposes of the EC Owners Association, and to cause to be executed and delivered therefor, in the EC Owners Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor; subject, however, to the limitations set forth in the Articles and the Master Declaration;

(e) To fix and levy from time to time Regular Assessments, Special Assessments and Limited Assessments upon the Owners as provided in the Master Declaration; to determine and fix the due date for the payment of such Assessments, and the date upon which the same shall become delinquent; provided, however, that such Assessments shall be fixed and levied only to provide for the payment of the expenses of the EC Owners Association, and of the taxes and assessments upon real or personal property owned, leased, controlled or occupied by the EC Owners Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance,

improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the EC Owners Association for the general benefit and welfare of the Owners and/or Members, in accordance with the provisions of the Master Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided adequate reserves for replacements as the Board of Directors shall deem to be necessary or advisable in the interest of the EC Owners Association or for the welfare of the Owners and/or Members. The funds collected by the Board of Directors from the Owners, attributable for replacement reserves, for maintenance recurring less frequently than annually, and for capital improvements, shall at all times be held in trust for the Owners and shall not be commingled with other Assessments collected from the Owners. Such Regular Assessments, Special Assessments and Limited Assessments shall be fixed in accordance with the provisions of the Master Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board of Directors in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the Master Declaration;

(f) To enforce the provisions of the Master Declaration, the Articles, these Bylaws or other agreements of the EC Owners Association;

(g) To contract for and pay for, casualty, blanket, liability, malicious mischief, vandalism and other insurance, insuring the Owners, the EC Owners Association, the Board of Directors and other interested parties, in accordance with the provisions of the Master Declaration, covering and protecting against such damages or injuries as the Board of Directors deems advisable, which may include without limitation, medical expenses of persons injured on the Common Area, and to bond the agents and employees of any management body, if deemed advisable by the Board of Directors;

(h) To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area, and to contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Area, if any, and to employ personnel necessary for the operation of the Common Area, including legal and accounting services, and to contract for and pay for Improvements and any recreational facilities on the Common Area;

(i) To grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Property;

(j) To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or there organized or operated for charitable purposes, to which the assets of this EC Owners Association may be distributed upon liquidation or dissolution according to the Articles unless such assets shall be distributed to Owners of Lots as more particularly provided in the Articles. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the EC Owners Association, and after distribution of all property held or acquired by the EC Owners Association under the terms of a specific trust or trusts;