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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF THE
MEADOW RIDGE RANCH
HOMEOWNER'S ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 8 day of April 2008 by Land Holdings Group, LLC, with Donald A. Aslett, Arlo D. Luke, and David N. Hermansen, as Members (hereinafter the "Declarant"), with reference to the following facts:

Land Holdings Group, LLC is the owner of certain property in the County of Bannock, State of Idaho, which is more particularly described on Exhibit A, attached hereto and made part of these Covenants, Conditions, and Restrictions

NOW, THEREFORE, Land Holdings Group, LLC hereby declares that all of the properties described above shall be held, sold and conveyed subject to these covenants, conditions, and restrictions, and to easements as delineated on the recorded plat, restrictions, covenants and conditions, to protect the value and desirability of, and shall run with the real property and be binding on all the parties having any right, title or interest in the described properties and or part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE 1 – DEFINITIONS

1.1. Association and Property Owners Association. Association and Property Owner's Association (or Association) shall mean and refer to the Meadow Ridge Ranch Subdivision Property Owners Association, Inc.

1.2. Property. Property shall mean all the real property described in the legal description, attached as Exhibit A, and consisting of all acreage and any annexations, if any, to the Meadow Ridge Ranch Subdivision.

1.3. Lot. A Lot shall mean any plot of land or parcel shown upon any recorded subdivision plat of the Property, with the exception of common areas.

1.4. Owner. An owner shall mean the record owner of a fee simple title to any Lot which is a part of the Property, but excludes any person or entity which holds an interest merely as security for the performance of an obligation.

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1.5. Mortgage - Mortgagee - Mortgagor. A mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of a deed of trust.

1.6. Member. Member shall mean and refer to every person or entity that holds membership in the Association.

1.7. Family. A family shall mean a group of persons related to each other by blood, marriage or adoption.

1.8. Common Area. Common area shall mean property owned by the Association for the common use and benefit of the Members of the Association. The common property of the project shall consist of the following: (1) the property inside of the Carriage Country Road cul-de-sac, designated as Lot 8R; (2) the property inside of the Dry Canyon Road cul-de-sac, designated as Lot 6R; (3) the property to the north of Carriage Country Road, to the east of Marsh Creek Road, and to the west of Stagecoach Stop Road, designated as Lot 9R; and (4) the property used for the underground water tank for the fire suppression system to be later identified as a restricted lot in Phase 2 of the subdivision.

1.9. Board of Directors or Directors shall mean the Declarant herein, or its successors and assigns, as the same are appointed pursuant to the provisions of Article 4, herein.

1.10. Account, Escrow Accounts. There may be one or more accounts or escrow accounts for holding funds of the Property Owner's Association. Such funds are expressly dedicated to the use by the Property Owner's Association in accordance with these covenants.

1.11. Dwelling Lots shall be utilized by the owners thereof subject to the Covenants, Conditions and Restrictions set forth below, as well as any other requirement or restriction of applicable municipal, county, state or federal laws or regulations.

ARTICLE 2 - MANAGEMENT

2.1. Board of Directors. Performance of the duties and obligations of the Association shall be done by the Board of Directors. The Board of Directors shall have the duties, power and authority, to perform the following acts, among others.

2.2. Assessments. The Association can levy assessments, in the manner set forth below, for the following purposes, among others, for improvements to the project and common areas as the Board may determine as well as for the assessments of fees and penalties, to recover costs and fees incurred by the Association to enforce the terms of these Covenants, and for a fire fighting suppression system.

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2.3. Water for Fire Suppression System. The Meadow Ridge Ranch Property Owner's Association will own and manage a fire fighting system. As each Lot is sold; the Declarant will deposit the initial sum of \$200 into an account which will be used by the Association to fund electrical, repair and replacement costs associated with the system. Thereafter, the Board shall issue assessments to fund all costs associated with the system.

2.4. Powers. The above-stated itemization of powers, authorities, duties and obligations of the Association and/or its Board of Directors are not exclusive. The Association may undertake such further duties and responsibilities as may become reasonable or necessary, and as may be approved by the Members, from time to time, in accordance with voting procedures set forth herein

2.5 Annual Association Meeting. The Association shall hold an annual meeting at which time Association business shall be conducted. The Board of Directors, or the Declarant if no Board has been elected, shall preside at such meeting.

ARTICLE 3 – VOTING RIGHTS. Members of the Association, as defined in Article 1, above, shall have voting rights in the management of the Association, in the formation of its Board of Directors, and election of Members to the Board of Directors. Each person or entity that is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including the Declarant, shall have one vote for each Lot owned by that person or entity. In the event that one Lot has more than one record owner, it is understood that there will only be one recognized vote for that Lot.

ARTICLE 4 - BOARD OF DIRECTORS.

4.1. Initial Board of Directors. The Member of the Declarant, Donald A. Aslett, Arlo D. Luke, and David N. Hermansen, shall constitute the initial Board of Directors for the Association which shall consist of three Board Members, and shall exercise the rights and duties thereof.

4.2. Successor Board of Directors. The successor Board of Directors shall consist of not less than three (3) Members. The Declarant shall hold all three Board positions until such time as one-half of the total number of Lots for all phases of the subdivision is sold to individual Members. At that time, the Declarant shall continue to hold two of the three Board positions and one Board position shall be filled by election by the Members. When the last Lot is sold to an individual Member, all three Board positions shall be filled by election by the Members. If the Declarant so desires, the Members of the Association may, with the Declarant's approval, hold an election for Successor Board of Directors at anytime. The Association may at that time adopt such rules or regulations as it may deem reasonable or necessary, addressing the terms of office of Board of Directors Members, resignations, terminations, and the like.

4.3. Election of Board Members. Board Members shall be elected by majority vote of Association Members in good standing. Board elections shall be held at least annually

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and may be held in conjunction with the Association's annual meeting. The three candidates receiving the highest voting percentages shall be elected as Board Members to serve for a term of one year. No term limit applies to Board Membership. To qualify to be elected a Board Member, the candidate must be a member of the Association in good standing. The Declarant, or the existing Board, may establish election procedures and protocol for the orderly administration of voting.

4.4 Recusal, and Resignation. A Board Member must recuse or withdraw himself or herself from any issue presented to the Board in which the Member's or his or her family member's compliance with these Covenants is at issue. Should any Board Member resign before the completion of her or her term, the Board may appoint an interim Member until such time as the Board may call a general election.

4.5 Limitation of Liability of Board of Directors. Neither the Board nor any Director shall be liable to any person for any loss, damage, or injury arising out of or in any way connected with the performance of the Board's duties hereunder, unless due to the willful misconduct of the Board.

4.6 Appeals from Board Action. Any Board action may be appealed to the majority vote of the general membership should one-third of such general membership sign and certify a petition for such appeal. The Board's challenged action shall be sustained unless overturned by majority vote of the general membership.

4.7 Removal of Director. A Board of Director may be removed from office by majority vote of the Membership at an election called by petition signed by one-third of the total Association Membership.

ARTICLE 5 – COVENANT FOR ASSESSMENTS.

5.1. Creation of Lien and Personal Obligation of Assessments. The Declarant for the Meadow Ridge Ranch Subdivision is not liable for any annual assessments or any special assessments on any Lot owned by the Declarant. Upon sale of a Lot by the Declarant, each owner of any Lot, by acceptance of a property deed or instrument of conveyance of ownership of property in the Meadow Ridge Ranch Subdivision, whether or not so expressed in any such deed or instrument of conveyance, is deemed to agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge upon the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, with such interest, costs and reasonable attorney fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

5.2. Purpose of Assessments. The assessments levied by the Association shall be used for the following purposes, among others, construction and maintenance of improvements

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as the Declarant or the Board may determine from time to time, for enforcement of the provisions of these covenants, and for the operation and maintenance of the Meadow Ridge Ranch fire suppression system

5.3. Annual Assessment. The initial annual assessment during Phase I of the Project shall be Two Hundred Fifty (\$250) dollars per Lot. Thereafter, the Board of Directors shall establish the annual assessment, effective January 1 of each year, without a vote of the general membership, in conformance with the appropriate expenditure record of the previous year, adjusted in accordance with expected expenditures for the following year. Whenever annual assessments are increased or decreased, the Board of Directors shall provide to each Member a summary of the record of expenditures of the prior year, and a statement of the basis of expected expenditures for the current year upon which the change in annual assessment is based.

5.4. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors may levy in any assessment year such special assessments to any or all members, applicable for that year only, as may be necessary for the following purposes including, but not limited to, paying for the cost and expenses of actions taken by the Board under the terms of these covenants, for the assessment of special assessments as penalties against individual members for the non-compliance with the obligations imposed under the terms of these Covenants, and the cost of any construction or reconstruction, and repair or replacement of improvements as the Board may determine from time to time

5.5. Date of Commencement of Assessments. The annual assessments shall be due and payable within thirty (30) days of notice to existing property owners. Annual assessments shall be due and payable by Lot Owners who purchase Lots during the calendar year at the time of such purchase, but shall pay a pro rata share of such annual assessment based upon the actual days of Lot ownership in comparison to the total number of days throughout the year. Special assessments issued by the Board shall be due and payable in full within thirty (30) days of notice to those Lot Owners to whom the special assessment applies.

5.6. Effect of Non-Payment of Assessments, Remedies of the Association. Members who do not pay assessments in full within the time periods provided shall not be members in good standing and not entitled to vote on matters of Association business while not in good standing and if the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve per cent (12%) per annum, and the Association may bring an-action of law against the property. Costs, interest, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the streets, or non-use or abandonment of his Lot.

5.7. Professional Management. It shall be within the authority of the Board of Directors, with a 60% favorable vote of the Members of the Association, to contract for

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the performance of the duties of the Board of Directors and professional management of the Association, and to assess the Members under the other provisions for assessment herein, to pay for such management. Under this provision, the Professional Manager would be responsible only to the Board of Directors for the performance of his or her duties, and any request for his or her services or complaints shall be referred to the Board of Directors.

ARTICLE 6 - IMPROVEMENTS, OPERATIONS AND MAINTENANCE.

6.1. Streets. The Declarant is obligated to, and has or will, provide a street or streets to each Lot in the Project, in accordance with the standards set by the County of Bannock, State of Idaho. Upon acceptance by the County of Bannock, Idaho, said street or streets will become a part of the Bannock County road system. Until such time as the roads become part of the Bannock County road system, the maintenance, repair, and snow removal of common roads within boundary of the Property shall be the responsibility of the Association and costs assessed to the members. The Association shall have no duty or obligation to maintain, repair or remove snow from driveways, access points, or sidewalks of individual Lots, but shall be the sole responsibility of the respective Lot Owners.

6.2. Individual Water System. Each Lot Owner is responsible for providing and obtaining his home's water source and is obligated to pay for the installation, maintenance, and repair of said water system. All water system development shall be in accordance with all applicable governmental rules and regulations.

6.3. Individual Septic and Routine Pumping of Septic Tanks. Each Lot Owner is responsible for the purchase and installation, maintenance, and repair of his or her own home's septic system, tank(s) and drain fields. To insure proper septic system functioning, Lot Owners must perform routine septic tank pumping maintenance in accordance with all applicable governmental requirements.

6.4. Future hook-up to city water and sewer services. Each and every Member of the Meadow Ridge Ranch Property Owner's Association is required, at their own expense, to promptly hook-up to city water and/or city sewer service when and if said services become available. If city water and sewer services become available, the Association shall hold a vote to determine whether such services should be required under these Covenants and whether the cost of providing such services should be equally born by Lot Owners, unless the hook-up and associated costs are otherwise mandated or controlled by city, county, or state laws or regulations.

6.5. Other Utilities. Declarant will pay for the installation of the Meadow Ridge Ranch Subdivision's electric and telephone trunk service lines. Individual Lot owners are responsible for all costs and fees associated with the connection to said trunk electric and telephone lines. If any advance payment for connection to trunk electric and telephone lines to individual Lots is made by the Declarant, then the respective Lot Owner(s) shall such refund such advance payment to the Declarant.

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Rocky Mountain Power and/or the telephone company may require that Declarant enter into a maintenance contract, which will require an annual maintenance fee. Said contract will be assigned to the Meadow Ridge Ranch Subdivision Property Owner's Association, Inc., and the Association shall be responsible for payment of annual maintenance fees. Funds for such fee shall be contributed by the Members of the Association, as defined in Article 1, and funds may be assessed and collected in the same manner as provided herein for other maintenance, and shall be subject to the same lien and collection procedures as set forth in Article 5 hereof.

ARTICLE 7 - ARCHITECTURAL CONTROL COMMITTEE

7.1. Declarant's Right of Appointment. So long as Declarant is the owner of at least 50% of the Lots, Declarant shall have the right to appoint and remove members of the Committee. Thereafter, the Committee shall be appointed and serve at the pleasure of the Board of Directors. No member of the Architectural Committee who is an Association Member may be compensated for services performed under these Covenants.

If the Board of Directors is unable to find three (3) Lot Owners to serve on the Architectural Committee, the Board of Directors may act as the Committee or it may hire a professional at its discretion, and employ an outside professional architect or engineer, or other consultant or professional, to assist it in its function, and a reasonable fee may be charged to the Association for such services, in which event the provisions Article 5 shall apply

7.2. Non-Liability of Committee Members. Neither the Committee nor any member thereof shall be liable to any Member for any loss, damage, or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct of the Committee.

7.3. The Committee shall review and approve or disapprove all plans submitted to it prior to the construction of any residence, detached structures, Lot improvement, alteration, or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which the Committee in its sole discretion determines would result to the Meadow Ridge Ranch Subdivision. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of improvements, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

7.4. Good Workmanship. Each Lot Owner shall ensure that his or her Lot is kept in a clean and good workmanship manner and shall prevent the accumulation of rubbish and debris during construction on the Lot and to reasonably clean up his Lot at or near the completion of the construction process. The Committee may issue assessments for the

Lot Owner's failure to comply with this obligation.

7.5 Nuisances, Unreasonable Annoyance and Noxious Activities. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an unreasonable annoyance, nuisance or danger to the neighborhood (barking dogs *or* music loud enough to annoy adjoining landowners are examples of unreasonable annoyances and nuisances).

Except for legitimate construction and maintenance purposes, no excessively loud noises shall be permitted in the project. Recreation vehicles (i.e. ATV's) will be operated with the consideration of residents of the project in mind and not be allowed to use the streets of Meadow Ridge Ranch Subdivision as a "racetrack". The use of any firearm is prohibited within the subdivision.

No building or other structure of any nature may be built, placed, altered or permitted to remain on any Lot without the prior written approval of the Architectural Control Committee. (Herein after designated the "Committee") The "Committee" shall initially consist of Don Aslett, Arlo Luke and David N. Hermansen, plus such additional members as may be appointed by the above named members. Approval from the "Committee" will be necessary for construction of a residence, any exterior additions to a residence, all fencing, all landscaping, and all outbuildings. All buildings shall be constructed in compliance with Bannock County Zoning Ordinance. This includes setback requirements for front, side and back yards.

7.6 Appeals. Any appeal of an act or omission by the Committee must be appealed in writing and received by the Board of Directors within ten (10) business days of such Committee act or omission and specify the underlying basis and support of the appeal.

ARTICLE 8 – ASSOCIATION GUIDELINES

8.1. Minimum Building Size. The intent of the "Committee" is to insure that the residences to be built are in harmony in external design and location in relation to the surrounding structures. A basement shall count as a building level and no residential structure shall have three above-ground levels. The minimum size for a residential structure, exclusive of open porches and garages, shall be as follows:
ONE LEVEL DWELLING – 1600 FINISHED SQUARE FEET ABOVE GROUND.
TWO LEVEL DWELLING – 1400 FINISHED SQUARE FEET ON MAIN GROUND LEVEL.
THREE LEVEL DWELLING – 1400 FINISHED SQUARE FEET ON THE MAIN GROUND LEVEL.

The "Committee" shall, at its sole discretion, allow for variances in the above stated square footage if the home has a triple car garage or the value of the home will be at least that of other homes in the subdivision.

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8.2. Garages. Each residential dwelling will be required to have a minimum of an attached two car garage with an interior width of not less than 24 feet.

8.3. Construction Approval. Each person seeking construction approval from the Committee shall be required to submit the following documents to be retained by the Committee:

- a. One complete set of construction plans with exterior material specifications. These shall include floor plans and elevations;
- b. Elevations of structures in relation to existing and finished grades;
- c. A plot plan showing the location of all structures on the Lot; and
- d. Site grading plan depicting a storm water drainage plan. The drainage plan must depict how all post development drainage will be retained on site. Drainage areas must be capable of containing one inch of runoff water created from any post development hard surfaces (i.e. roofing, driveways, sidewalks, etc.).

8.4. Lot Grading. Each builder/homeowner will design on-site Lot grading to facilitate protection of their improvements from any abnormal runoff created by the subdivision improvements or adjacent properties.

8.5. Committee Approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing and shall be given within thirty (30) calendar days after all plans, specifications, and required documentation have been submitted to it. If the Committee has not issued a written decision within the thirty (30) day period, then the plans shall be deemed to have been denied. Should the Committee deny any plan, in whole or in part, the affected party may appeal such denial to the Board of Directors. To be considered by the Board, any such appeal shall be filed with the Board of Directors within fourteen calendar days after the Committee's denial. Should the time periods in this paragraph end on a weekend or legal holiday, the deadline shall be automatically extended to expire on the next day that is not a weekend or holiday.

ARTICLE 9 - LAND USE AND BUILDING TYPE

9.1. Residential Use Only. No Lot or building shall have any use other than a residential use. Any buildings or structure shall not exceed two stories in height excluding the basement. No dwelling in the subdivision may be used as rental property or otherwise used as the primary residence for more than four persons for a period of more than ninety days (90), unless each person is related by adoption, blood, or marriage. An exception to the limitations of this paragraph may be submitted to the Board for consideration upon good cause shown.

9.2. Detached Structures. All detached structures shall conform to the Bannock County Zoning Ordinance setback requirements. Any out building shall conform in appearance with the residential dwelling built on that Lot and the exterior of such buildings shall be of the same material and consistency as used on the dwelling unit. No detached residential garage, or residential outbuildings, may be constructed prior to the construction of a residential dwelling. The "Committee" may, at its sole discretion, grant

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permission to construct an outbuilding prior to a residential dwelling, provided a written agreement is completed describing a definite time-line for construction of the residential dwelling.

9.3. Towers and Antennas. No tower may be built for the reception or transmission of radio, television, or other signals until after approval is granted by the Architectural Control Committee. No tower, satellite dish, or other separate structure for the transmission or reception of radio or television signals shall be erected which will exceed the height of the residential dwelling constructed on that Lot. The use of a reasonable number of satellite dishes less than twenty-four inches in diameter on a single dwelling shall be allowed

9.4. Driveways. Each building site shall have not less than five hundred square feet of concrete or paved areas (excluding garages) sufficient for the off-street parking of two (2) vehicles.

9.5. Hazardous Materials. No material of a noxious or offensive nature shall be permitted upon any Lot nor shall the excessive storage of flammable or explosive material be permitted on any Lot. Any necessary storage of any such materials must be in containers made and approved for such use. Nothing that emits an excessively loud or offensive noise, or that may be termed a neighborhood nuisance or annoyance, shall be permitted on any Lot. No Lot shall be used as a dumping ground for trash, garbage, or other waste. All such waste materials shall be kept in sanitary containers and disposed at the approved county dump site. Each Lot shall provide a screened area shielding garbage and trash cans from view. Each Lot Owner must maintain weed control before and during construction of dwelling and landscaping. Compliance with Bannock County ordinances regarding burning and weed control will be strictly enforced.

9.6. Animals. Each Lot will be limited to two large domesticated animals, such as horses, pack animals, cattle, sheep, goats, or llamas, except that such limit may be increased to four horses when no other such large domesticated animals are maintained on a particular Lot. This limited exception shall not apply to any other type of animal. Household pets, herein defined as dogs, cats, and the like, shall not be permitted unless they are controlled and confined within their Lot lines. Such animals shall not be permitted to run amuck, create a nuisance to the neighborhood or any wildlife native to the area, cause damage to landscaping, or create a hazard to children. No Lot Owner or person will be allowed to maintain any type of commercial pet kennel. Pigs, hogs, or swine shall not be allowed on any Lot.

Lot Owners shall at reasonable intervals remove animal excretions from the Lot to a location outside the project. Each owner shall, in so doing, be responsible for observance of any law, ordinance or regulation that may be applicable to such disposal.

9.7. Injurious Effect. No part of any building site shall be used or occupied, as a residence or otherwise, so as to have any injurious effect upon the use, occupancy or value of any adjacent property. As to whether any use or occupancy violates the above

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provision, the "Committee" may make such determination based upon any reason, aesthetic or otherwise. This includes failure to maintain the premises and any activity or use that violates this provision.

Notwithstanding any other provision in the Declaration, no owner shall allow his or her Lot to become so physically encumbered with rubbish, unsightly debris, equipment or other things or materials so as to constitute an eyesore as reasonably determined by the Board of Directors. Within 20 days of receipt of written notification from the Board of Directors of the Property Owner's Association, the owner shall be responsible to make appropriate corrections.

Nothing shall be done or kept on any Lot which will increase the rate of insurance on any other Lot, nor shall anything be done or kept on a Lot which would result in the cancellation of insurance on that Lot or any other Lot.

9.10. Building Materials. No building material of any kind shall be placed or stored upon a building site until the owner or the builder is ready and able to commence construction. Any such materials shall be placed within the property lines of the building site upon which the structure is to be erected. The builder/owner shall be responsible to insure that no waste or debris will be allowed to be deposited or blown on to adjacent Lots in the subdivision.

9.11. Mobile Homes. No mobile homes will be allowed for temporary or permanent housing within the subdivision. Only structures constructed on site will be allowed on any Lot, including structures for the containment of pets.

9.12. Fencing. All fencing within the subdivision must be approved in advance by the Committee. All fencing will be built in compliance with the standards of the "Committee". The intent is that all fencing in the subdivision be consistent in design and appearance. The "Committee" will have examples of approved fencing, including fencing for the containment of pets and or children, available to show to the Lot Owners. Nevertheless, no barbed wire or chain link fence shall be allowed, except a dog-run fence may be made of chain link fencing if approved in advance by the Committee, but in any case, the fencing must be positioned in such a manner that it is not visible from the front of the Lot.

9.13. Water. All Lot Owners will be required to dig and maintain their own respective water wells for all culinary and irrigation purposes. Water from the fire suppression system shall not be available for any use other than fire suppression activities.

9.14. Subdivision. All Lot Owners are restricted from any division of existing platted Lots within the subdivision.

9.15. Fire Access Road. All Lot Owners adjacent to the fire access road shall not obstruct access through this easement. All Lot Owners will maintain a green belt / firebreak around their residence as required by the Uniform Fire Code.

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9.16. Septic Systems. All Lot Owners will apply to the local health departments or applicable agency for approval to install a private septic system. Each Lot will be required to designate two drain field areas for this septic system. All septic system plans approved by governmental authorities, and drain field plans shall be submitted to the Architectural Control Committee for construction approval,

ARTICLE 10 - VEHICLE PARKING

10.1. RV'S. Recreational vehicles may not be parked on public streets in this subdivision for more than seventy-two (72) hours within any continuous fourteen (14) day period. Recreational vehicles may be parked on the owner's Lots; nevertheless, the setback for the parking area must be at least that of the residential dwelling.

10.2. Trucks. No trucks or commercial vehicles, larger than two tons, shall be stored or parked overnight on any Lot or public street within the subdivision, except a Lot Owner may park one commercial vehicle (not including any accompanying trailer) on his or her Lot or on the street adjacent to such Lot that he or she operates as part of his or her profession. Any commercial vehicle of less than two tons must be parked behind the setback of the residential dwelling.

ARTICLE 11 - LANDSCAPING

11.1. Time Limit. Within nine months of occupancy of any dwelling, the yard shall be landscaped with lawn, shrubbery or other growth as approved by the "Committee". At least ten (10) trees with minimum height of six (6) feet when planted shall be planted and maintained.

11.2. Sight Triangle. In no event shall trees, landscaping, or fencing, be installed that would restrict a thirty foot sight triangle as defined in the Bannock County Zoning Ordinance. A thirty foot sight triangle shall be maintained at any intersection, including driveways.

ARTICLE 12 - MAIL DELIVERY

12.1. Mail Boxes. Lot Owners shall construct and maintain their own mailboxes for use by the U.S. Postal Service. There shall be no centralized mail boxes within the Subdivision.

ARTICLE 13 - UTILITIES

13.1. Easements. All Lots are served by utilities, such as electricity, gas, water, and telephone lines. No above ground distribution lines shall be installed. These services are installed in the public street or easement rights-of-way. Each Lot Owners agree, at their own expense, to pay connection charges as established by the applicable utility company.

13.2. Drainage Facilities. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure or other material shall be placed or permitted to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels, in the easements. The drainage areas or ponds may not be altered in any manner as to affect their designed use. The easement areas of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE 14 - SIGNS

14.1. Signs. No signs, posters, displays or other advertising devices of any character shall be erected or maintained or shown or displayed to the public view on any Lot without prior written approval from the Committee; provided however, that the restrictions of this paragraph shall not apply to any one sign or notice six (6) square feet or smaller in size which states that the premises are for sale, or which identifies the occupants of the residence. Developers or residential builders may place one sign not to exceed thirty-two (32) square feet, during the construction period only. The Association may cause all unauthorized signs to be removed. This shall not apply to any signs used by Declarant or his agents in connection with the original construction and sale of said residence and/or Lot.

ARTICLE 15 - WILDLIFE

15.1. Environmental Concerns and Living with Wildlife. It is understood by the residents of Meadow Ridge Ranch Subdivision that they are living in a wildlife winter range area. Lot Owners must expect wildlife in the area and upon their Lots, and neither the Declarant, the Meadow Ridge Ranch Subdivision Property Owner's Association, the Board of Directors, their successors, delegates, assigns, or the Architectural Control Committee, nor any Member thereof, shall have any responsibility for any control of or damage caused by wildlife.

Improvements, i.e. plantings, fencing, etc., should be designed and located so as to maintain, improve and/or preserve the environmental quality of the area. Lot Owners are provided with, and are encouraged to incorporate, principles and recommendations found in the Idaho Fish and Game's Living with Wildlife, A Home Builders and Owners Guide.

The winter months (i.e. December - March) require special consideration. Lots, where possible, shall provide a means for wildlife to traverse. Wildlife, especially in the winter, are likely to forage within and around residences. All dogs with a habit of chasing wildlife must be restrained, penned, or on a leash, etc. during that time.

The land shall be left in its natural state, with the exception of reasonable yards, trees, shrubs and the like for aesthetic purposes. Vegetable gardens for use of the Lot Owner are permitted. A maximum of 40% of the property may be disturbed from its natural

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habitat. A maximum of one-half (1/2) of one acre can be irrigated on any one Lot. Each Lot Owner must plant a minimum of ten (10) trees (Idaho native trees are preferred) at the completion of any construction on their Lot. These trees should be a minimum of six (6) feet in height when planted. All trees must be kept alive and growing. Dead trees must be replaced.

ARTICLE 16 - ENFORCEMENT

16.1. Enforcement shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage. Such enforcement action may be brought by the Association, as determined by the Board, or by any Member. Fees, costs, and expenses for enforcement actions brought on behalf of the Association shall be funded and paid for by the Association, through general or special assessments. Fees, costs, and expenses for enforcement actions brought by individual or groups of members shall be paid by those individuals or member groups. The prevailing party to such dispute shall be entitled to an award of all fees, costs, and expenses incurred to enforce the provisions of these Covenants.

ARTICLE 17 TERM

17.1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of these covenants being recorded, after which time said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a two thirds majority of the then owners of the Lots has been recorded, agreeing to change said covenants in whole or in part. Any changes will be in writing and recorded. Meadow Ridge Ranch Homeowner's Association, Inc. retains the right to modify in whole or in part these covenants until two thirds of the Lots have been sold.

17.2. Duration. This Declaration shall continue in full force and effect for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded with the Bannock County Recorder, which declaration must meet the requirements of an Amendment, as set forth herein below. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Lot from Membership in the Association so long as this Declaration shall continue in full force and effect.

ARTICLE 18 - REITERATION OF TERMS

18.1. The term "Grantor", when used herein, shall refer to Meadow Ridge Ranch Homeowner's Association, or to any person or person or corporation to whom the right of the Grantor shall be specifically transferred by Meadow Ridge Ranch Homeowner's Association.

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The term "Grantee", wherever used herein, shall refer to any person, corporation or association who hereafter shall assert or claim any right, title or interest in and to the said real property whether as successors in title or otherwise, and whether voluntary or by operation of law.

Should Grantee, its heirs or assigns violates or attempt to violate any of the provisions of these restrictions, Grantor, developers or any other person or persons owning any real property embraced in the plat or subsequent adjoining plats by the same developers shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said restrictions, and either to prevent him or them from so doing or to recover damages sustained by reason of such violation. Costs and legal fees of enforcement shall be paid by the losing party.

ARTICLE 19 - SAVING CLAUSE

19.1. If one of these covenants or restrictions shall be held invalid by a court of competent jurisdictions, it shall in no way affect the validity of the remaining covenants and restrictions and the same shall remain in full force and effect.

19.2. Liability. Neither the Declarant, the Meadow Ridge Ranch Subdivision Property Owner's Association, Inc., the Board of Directors, their assignees, delegates, nor the members of the Architectural Control Committee shall be liable to any other person for any action or omission while such person was acting in his or her official capacity under the terms of these Covenants.

ARTICLE 20 – AMENDMENT

20.1 Amendment. These covenants may be amended in accordance with the affirmative vote of two-thirds of all Lot Owners. Any amendment shall be in writing and recorded by the Association. An election for an amendment may be called by the Board of Directors after a petition identifying the proposed amendment is signed by a majority of all Lot Owners is presented to the Board of Directors.

This document is intended to replace any and all existing covenants.

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In witness thereof, the undersigned, being Declarants herein, have hereunto set their hands this 8th day of April 2008.

By Donald A. Aslett Donald A. Aslett

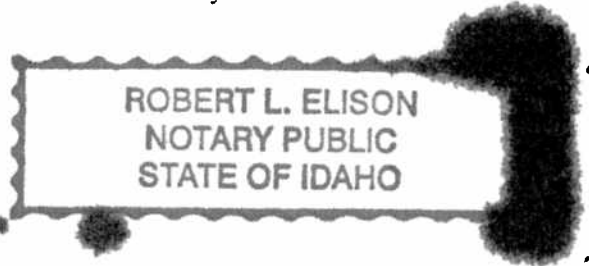
By Arlo D. Luke Arlo D. Luke

By David N. Hermansen David N. Hermansen

State of Idaho
Bannock County

On this 8th day of April 2008, before me, the undersigned, a Notary Public in and for the state, personally appeared Donald A. Aslett, Arlo D. Luke, and David N. Hermansen, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they have executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



Robert L. Elison
Residing at Pocatello, Idaho
My Commission expires 08/04/2012

OFFICIAL RECORD BkW 906
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST
FEE 600 DEPUTY MD

Meadow Ridge Ranch

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2008 APR -9 A 8:09

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EXHIBIT A

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Land Holdings Group, LLC is the owner of certain property in the County of Bannock, State of Idaho, which is more particularly described as:

Township 8 South, Range 36 East, Boise Meridian, Bannock County, Idaho:

Section 32: All of Section 32 excepting the N1/2 of the NW1/4 and the SE1/4SW1/4 and the SW1/4SE1/4.

ALSO:

Section 33: the South 39 rods of S1/2NW1/4 and the South 39 rods of the SW1/4NE1/4, the NW1/4NW1/4 and beginning at the northeast corner of the SW1/4NE1/4 of Section 33 Township 8 South, Range 36 East, Boise Meridian and running thence south along the east line of said SW1/4NE1/4 a distance of 41 rods, thence at right angles west 3960 feet, more or less, to the west line of said Section 33; thence north along said west line 41 rods, thence east 3960 feet, more or less to the point of beginning.

Also,

A tract of land in the N1/2SE1/4 and SE1/4NE1/4 of said Section 33 more particularly described as follows:

Beginning at the southeast corner of said Section 33; thence north along the east line of said Section 33, 1325.15 feet to the south 1/16th corner on the east line of said Section 33, thence North 89° 26' West along the south 1/16th line of said Section 33, 500.00 feet to the true point of beginning; thence continuing North 89° 26' West along said south 1/16th line 2140 feet, more or less to the south 1/16th corner of said Section 33; thence north 0° 21' East along the meridional centerline of said Section 33, 1305.75 feet, more or less, to the center quarter corner of said Section 33; thence east along the latitudinal centerline of said Section 33; 1320 feet, more or less, to the east 1/16th corner of said Section 33; thence North 0° 19' East, along the east 1/16th line of said Section 33, 671.33 feet, more or less, thence South 67° 21' East 427.0 feet, more or less; thence South 43° 15' East 311.62 feet; thence South 10° 59' East 286.52 feet; more or less to a point on said latitudinal centerline, said point being westerly from the East quarter corner of said Section 33 a distance of 653 feet, more or less, thence South 6° 22' East 1332 feet, more or less, to the True Point of Beginning.

ALSO:

A parcel of land located in Sections 3 and 4, Township 9 South, Range 36 East, Boise Meridian, Bannock County, Idaho and further described as follows:

Beginning at the Northwest corner of said Section 3 from which the West quarter corner of Section 3 bears South 00° 10' 52" East 2338.81 feet;
Thence South 89° 48' 12" East 300.89 feet along the north line of said Section 3 to a found 5/8" rebar with cap labeled, PLS 4735;
Thence South 00° 11' 48" West 117.17 feet to a found 5/8" rebar with cap, labeled, PLS 4735;
Thence South 89° 48' 12" East 408.40 feet to a found 5/8" rebar with cap, labeled, PLS

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4735;

Thence North $01^{\circ} 57' 14''$ West 117.26 feet to a found $5/8''$ rebar with cap labeled, PLS 4735 set on said north line of Section 3;

Thence South $89^{\circ} 48' 12''$ East 65.05 feet along said north line to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735" set on the existing easterly right of way line of Marsh Creek Road;

Thence South $01^{\circ} 57' 14''$ East 1011.80 feet along said right of way line to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735" set on the south line of the Northwest quarter of the Northwest quarter of said Section 3;

Thence South $89^{\circ} 48' 01''$ East 524.18 feet along said south line to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735" set on the southeast corner of said Northwest quarter of the Northwest quarter;

Thence South $00^{\circ} 08' 21''$ East 1327.17 feet along the east line of the Southwest quarter of the Northwest quarter of said Section 3 to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735" set on the Southeast corner of said Southwest quarter of the Northwest quarter;

Thence South $00^{\circ} 03' 40''$ East 1332.40 feet along the east line of the Northwest quarter of the Southwest quarter of said Section 3 to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735" set on the Southeast corner of said Northwest quarter of the Southwest quarter;

Thence North $89^{\circ} 42' 51''$ West 1325.29 feet along the south line of said Northwest quarter of the Southwest quarter to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735" set on the Southwest corner of said Northwest quarter of the Southwest quarter;

Thence North $00^{\circ} 01' 31''$ West 1329.85 feet along the west line of said Northwest quarter of the Southwest quarter to the West quarter corner of Section 3;

Thence South $89^{\circ} 49' 28''$ East 765.54 feet along the north line of said Northwest quarter of the Southwest quarter to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735" set on the southeast corner of that parcel of land owned by Jon D. and Valorie Harris as recorded under instrument number 99012874 in the official records of Bannock County, also being the existing westerly right of way line of Marsh Creek Road, said right of way being 65.00 feet wide;

Thence North $03^{\circ} 03' 21''$ West 4.48 feet along said right of way line to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735";

Thence North $00^{\circ} 47' 30''$ West 664.20 feet along said right of way line to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735" set on the northeast corner of said Harris parcel;

Thence South $89^{\circ} 49' 08''$ West 758.22 feet along the north line of said Harris parcel to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735" set on the west line of Section 3;

Thence North $00^{\circ} 10' 52''$ West 663.87 feet along said west line to a set $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735";

Thence North $05^{\circ} 17' 21''$ West 292.86 feet to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735";

Thence North $33^{\circ} 49' 26''$ West 137.92 feet to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735";

Thence North $00^{\circ} 49' 34''$ West 604.86 feet to a $5/8''$ rebar with cap labeled, "A.A. Hudson, PLS 4735" set on the north line of said Section 4;

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Thence North 89° 57' 39" East 109.30 feet along said north line to the True Point of Beginning.
Containing 88.9 acres of land.

ALSO:

A parcel of land located in Section 4, Township 9 South, Range 36 East, Boise Meridian, Bannock County, Idaho and further described as follows:

Beginning at the East quarter corner of said Section 4, from which the Southeast corner of Section 4 bears South 00° 01' 31" East 2659.69 feet;

Thence South 00° 01' 31" East 196.17 feet along the east line of said Section 4, also being the east line of that parcel of land owned by the Mary Anna Hendron Trust as recorded under instrument number 20416442 in the official records of Bannock County, to a 5/8" rebar with cap labeled, "A.A. Hudson, PLS 4735";

Thence North 63° 23' 18" West 169.77 feet to a 5/8" rebar with cap;

Thence North 75° 39' 14" West 236.13 feet to a 5/8" rebar with cap;

Thence South 76° 06' 47" West 23.11 feet to a 5/8" rebar with cap;

Thence South 86° 18' 53" West 205.08 feet to a 5/8" rebar with cap;

Thence North 54° 43' 57" West 45.58 feet to a 5/8" rebar with cap;

Thence North 89° 58' 00" West 224.97 feet to a 5/8" rebar with cap;

Thence South 82° 29' 12" West 85.48 feet to a 5/8" rebar with cap;

Thence South 86° 32' 25" West 82.21 feet to a 5/8" rebar with cap;

Thence South 64° 32' 06" West 206.19 feet to a 5/8" rebar with cap;

Thence South 86° 37' 17" West 211.96 feet to a 5/8" rebar with cap;

Thence North 81° 02' 50" West 59.20 feet to a 5/8" rebar with cap;

Thence South 86° 19' 46" West 51.17 feet to a 5/8" rebar with cap;

Thence North 83° 55' 48" West 151.81 feet to a 5/8" rebar with cap;

Thence South 89° 00' 37" West 640.52 feet to a 5/8" rebar with cap;

Thence North 84° 32' 05" West 63.50 feet to a 5/8" rebar with cap;

Thence North 86° 39' 16" West 287.24 feet to a 5/8" rebar with cap;

Thence South 88° 23' 37" West 203.91 feet to a 5/8" rebar with cap;

Thence North 84° 42' 34" West 214.63 feet to a 5/8" rebar with cap set on the west line of said Hendron Trust parcel;

Thence North 00° 03' 30" West 136.85 feet along said west line to a 5/8" rebar with cap set on the latitudinal centerline of said Section 4;

Thence South 89° 45' 04" East 3102.89 feet along said centerline to the True Point of Beginning.

Containing 9.5 acres of land.

ALSO:

Township 9 South, Range 36 East, Boise Meridian, Bannock County, Idaho:

Section 4: Lots 1, 2, 3 and 4 and S1/2S1/2

Section 4: Beginning at a point on the northerly boundary line of the S1/2N1/2, 176 rods east of the northwest corner of said S1/2N1/2, running thence at right angles in a southerly direction a distance of 29 rods and 7 feet, run thence east with a bearing to the north to a point on the east boundary line of the SW1/4NE1/4 of said Section 4 which is

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28 rods 12 feet south of the northeast corner of said Subdivision; running thence easterly with a bearing to the south a distance of 83 rods, more or less, to a point on the east boundary line of said Section 4 which is 40 rods south of the northeast corner of the Southeast quarter of the Northeast quarter of said Section 4; thence north along said east boundary 40 rods to said northeast corner; run thence west along the north boundary line of the South half of the Northeast quarter of said Section 4 to the point of beginning.

Section 4: beginning at the northwest corner of SW1/4NW1/4, thence East 176 rods, thence South 29 rods 7 feet, thence northeasterly to a point 28 rods 12 feet south of the northeast corner of SW1/4NE1/4, thence southeasterly to a point which is 40 rods north of the southeast corner of the SE1/4NE1/4, thence South 40 rods, thence West 320 rods, thence North 80 rods to the point of beginning.

Also:

Beginning at a point 28 rods east of the Southwest corner of the NW1/4SW1/4, thence East 105 rods 3 1/2 feet, thence North 80 rods, thence West 105 rods 3 1/2 feet, thence South 80 rods to the point of beginning.

ALSO:

Township 9 South, Range 36 East, Bosie Meridian, Bannock County, Idaho:

Section 5: Lot 1, Lot 2, S1/2NE1/4 and the North 26 2/3 rods of the NE1/4SE1/4

as per the recorded Plat thereof, recorded in the official records of Bannock County, Idaho.