

Michael A. Williams
Christine Williams



**IN THE DISTRICT COURT FOR THE THIRD JUDICIAL DISTRICT FOR THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON**

MICHAEL A. WILLIAMS, an individual;
and CHRISTINE WILLIAMS, an individual,

Plaintiffs,

vs.

MEADOWCREST HOMEOWNERS
ASSOCIATION, INC., an Idaho non-profit
corporation

Defendant,

Case No: CV14-24-04102

AMENDED COMPLAINT

Michael A. Williams (“Mr. Williams”), and Christine D. Williams (“Mrs. Williams”), collectively, “Plaintiffs”, hereby bring, with leave of the Court, this Amended Complaint against Meadowcrest Homeowners Association Inc. (“Defendant” or “HOA”), and allege as follows:

PARTIES, VENUE AND JURISDICTION

1. At all times hereto, Mr. Williams, Plaintiff, resided in and still resides in the Meadowcrest Subdivision, Nampa, Canyon County and is a resident of Idaho.

2. At all times hereto, Mrs. Williams, Plaintiff, resided in and still resides in the Meadowcrest Subdivision, Nampa, Canyon County and is a resident of Idaho.

3. At all times hereto, Meadowcrest Homeowners Association Inc., is an Idaho non-profit corporation whose principal place of business is in Nampa, Canyon County, Idaho.

4. This Court has subject matter jurisdiction pursuant to Idaho Code § 1-705 and personal jurisdiction over the Defendant pursuant to Idaho Code § 5-514.

5. Venue is proper in this District pursuant to Idaho Code §§ 5-401 and 5-404.

NATURE OF THE CASE

6. Defendant has refused Plaintiffs access to HOA records, breached fiduciary duties and violated Plaintiffs rights by failing to comply with Idaho law and the HOA's governing documents through the actions of one or more of its directors.

GENERAL ALLEGATIONS

7. Plaintiffs' own property within the Meadowcrest Subdivision and are members of the HOA.

8. Idaho Code § 30-30-1101 defines which records are required to be created and kept, the manner they must be kept and sets forth minimum retention periods for certain records. The required records include, in part, minutes of meetings, records of actions taken without a meeting, actions taken by committees, and accounting records.

9. Idaho Code § 30-30-1102, in part, allows for members to inspect "records required to be maintained under section 30-30-1101(1)" and "[a]ccounting records of the corporation" provided "the member gives the corporation written notice or a written demand at least fifteen (15) business days before the date on which the member wishes to inspect and copy." Nowhere in Idaho Code does it provide for corporations to ignore or unilaterally change the date the member set in the demand letter.

10. Idaho Code § 30-30-1102(4)(b) states the board of directors may restrict or deny inspection of *personnel and employment records and confidential attorney-client communications* if it determines that such restriction or denial of access to said records or

information is in the best interests of the corporation. None of the records requested by the Plaintiffs fall within the categories cited in the code. Idaho Code does not empower the HOA to unilaterally deny members access to any records the HOA wants.

11. Idaho Code § 55-3205, in part, states “A homeowner’s association or its agent **must** provide a member and the member’s agent, if any, **an up-to-date** financial disclosure **no more than ten (10) business days after a request by the member** or the member’s agent is received by the manager, president, board member, or other agent of the homeowner’s association, or any combination thereof.” *(emphasis added)*

12. Idaho Code § 30-30-1101(4) defines bylaws as “the code or codes of rules, other than the articles, **adopted pursuant to this act for the regulation or management of the affairs of the corporation** irrespective of the name or names by which such rules are designated.” *(emphasis added)*

13. Idaho Code §30-30-206, relating to bylaws, states in pertinent parts:

(1) The board of directors or members of a corporation **shall adopt the initial bylaws for the corporation.**

(2) The bylaws may contain **any provision for regulating and managing the affairs of the corporation** that is not inconsistent with law or the articles of incorporation.

(emphasis added)

14. Idaho Code § 55-3204 (1) states “Board meetings **must be open to the members of the homeowner’s association** and any representative or agent designated in a signed writing by a member to represent the member.” *(emphasis added)*

15. Idaho Code § 55-3204 (3) in pertinent part states “All homeowner’s associations, whether incorporated or unincorporated, **shall: ... (c) Take minutes from all meetings of the homeowner’s association, including membership meetings and board meetings**, and preserve such minutes for a minimum of ten (10) years....” *(emphasis added)*

16. During the July 18, 2022, board meeting, as memorialized in the meeting minutes (EXHIBIT 01), the Board unanimously resolved that business, not conducted in person, would be done exclusively via the “meadowcrestnampa.com” email accounts created by the HOA. The Board further resolved that the emails would be treated and retained as business records and would be subject to requests/subpoenas by members and/or other parties.

17. Mr. Williams, as a former member of the board of directors and the HOA’s former technology administrator, has personal knowledge of the business practices of the HOA as well as the retention of HOA records on the OneDrive account established by the HOA for continuity of business purposes. As a result, Mr. Williams is personally aware of what records existed up until his resignation as technology administrator in July 2023.

18. Plaintiffs request for the records was made in good faith regarding concerns that impact their interests in the HOA. Plaintiffs advised Defendant, in the spirit of transparency, what concerns they had in their January 21, 2024, letter. Plaintiffs continued to make good faith efforts to resolve the issue outside of court, however those efforts were unsuccessful.

19. Idaho Code §§ 30-30-618, 30-30-623, and the Bylaws of Meadowcrest Homeowners Association (EXHIBIT 02) define the standards of conduct for directors and officers of the HOA.

**COUNT 1
(BREACH OF FIDUCIARY DUTIES BY REFUSING TO ALLOW INSPECTION
AND COPYING OF RECORDS)**

20. Plaintiffs incorporate the foregoing general allegations as if fully set forth herein.

21. On January 21, 2024, Plaintiffs made a written request for access to and copies of certain HOA records (EXHIBIT 03). Plaintiffs specified in the letter they would like the requested records to be made available on February 9, 2024, fifteen (15) business days from the date the request was made as required by Idaho Code § 30-30-1102.

22. On January 22, 2024, HOA Director and Board President, Ms. Natalie Russ (also known as Natalie Miller) acknowledged receipt of the request for records. The acknowledgement was sent from what appears to be a personal email account [REDACTED]. (EXHIBIT 04)

23. The requested records were not made available to Plaintiffs by the February 09, 2024, deadline.

24. Plaintiffs sent Defendant letters, requesting the status of the records request on February 09, 2024 (EXHIBIT 05) and February 16, 2024 (EXHIBIT 06). These requests were not acknowledged or responded to by Defendant.

25. On March 04, 2024, Defendant, gave Plaintiffs access to a Drop Box download folder, which contained some HOA records (EXHIBIT 07). A review of the records revealed many records were missing and/or incomplete. Plaintiffs notified Defendants, through their attorney, that records were missing or incomplete. Plaintiffs requested Defendant provide the missing records. No response was received.

26. On April 16, 2024, Plaintiffs sent a final demand letter (EXHIBIT 08) to Defendant stating if the missing records were not provided by April 22, 2024, Plaintiffs would seek a court order compelling Defendant to produce the missing records. No response was received by April 22, 2024. The original complaint in this matter was filed on April 24, 2024.

27. Idaho Code § 30-30-1102 gives Plaintiffs rights to access and obtain copies of the HOA's records. In addition, Idaho Code § 55-3205 provides additional rights specific to financial disclosures of the HOA.

28. The bylaws (EXHIBIT 02), adopted by the HOA as required by the Idaho Non-Profit Corporation Act, state in pertinent part within Section 10.3 "***The books, records and papers*** of the Association ***shall at all times***, during reasonable business hours, be subject to inspection by any Member." (***emphasis added***). Since "corporate documents are equivalent to contracts among the members of the association" *Twin Lakes Village*

Property v. Crowley, 124 Idaho 132, 135 (Idaho 1993), the bylaws serve as additional controlling authority under which the HOA must comply with the request for records.

29. Members “are entitled to inspect the books of the company for proper purposes at proper times...***Such a right is necessary to their protection.*** To say that they have the right, but that it can be enforced only when they have ascertained, in some way without the books, that their affairs have been mismanaged, or that their interests are in danger, is practically to deny the right in the majority of cases. ***The books are not the private property of the directors or managers but are the records of their transactions as trustees for the stockholders.***” *Guthrie v. Harkness*, 199 U.S. 148, 154-55 (1905), the U.S. Supreme Court, quoting *Huylar v. Cragin Cattle Co.*, 40 N.J. Eq. 392, 398 (***emphasis added***)

30. As of the filing of this amended complaint, Defendant has continued to willfully deny Plaintiffs access to the records they need to address the concerns they have as members of the HOA. By denying the records Defendant is breaching their fiduciary duty of obedience and is violating Plaintiffs rights, causing them to be injured.

**COUNT 2
(BREACH OF FIDUCIARY DUTIES BY VIOLATING MEETING
REQUIREMENTS)**

31. Plaintiffs incorporate the foregoing general allegations as if fully set forth herein.

32. Upon information and belief, Plaintiffs believe Defendant has conducted meetings in which members of the HOA were not given an opportunity to attend. Furthermore, Plaintiffs believe Defendant has failed, in some instances, to take meeting minutes or keep records of actions taken without a meeting.

33. The HOA’s bylaws (EXHIBIT 02) under Section 3.4, require an organizational meeting to be held within forty-five (45) days of the election of the directors “for the purpose of organization, election of officers, and the transaction of other

business.” Plaintiffs believe the homeowners were not given the opportunity to attend that meeting. It also appears no minutes were taken for that meeting.

34. Plaintiffs believe the HOA denied members access to a meeting held on January 11, 2024. According to the meeting minutes, among other items, the board reviewed and approved the 2024 budget at that meeting.

35. On or about July 6, 2023, Mr. Williams was notified by Nick Talik, owner of Northern Star HOA management that the outgoing board of directors had apparently held a meeting and appointed replacement directors for the next term of the board of directors. A “HOA Board Resignation and Appointment Record” document (EXHIBIT 09) dated June 27, 2023, was posted to the HOA portal on August 08, 2023. Members were not given the opportunity to attend this meeting. There also appears to be no meeting minutes.

36. Idaho Code § 55-3204(2) narrowly defines when members may be excluded from portions of a meeting by way of an executive session. Important actions, including the electing of officers, reviewing and approving the annual budget and appointing directors for new terms are not situations in which the code allows for executive sessions to take place.

37. Idaho Code § 55-3202 states in part, “it is the intent of the legislature to ensure the transparent operation and inclusive management of these associations, balancing the rights of all owners within homeowner’s associations to promote harmony and respect for community standards and to protect the rights of individuals and neighbors in the community.” Excluding members from meetings, failing to take meeting minutes and failing to maintain records of actions taken without a meeting is far from a transparent operation. These actions, however, appear to be perfect examples of what the Legislature intended to prevent. It is quite possible that there are other instances that meetings took place and/or minutes were not taken that Plaintiffs just are not aware of.

38. The HOA, through its board of directors, is required to comply with applicable laws, regulations and governing documents while conducting business. The

directors have a duty to educate themselves and/or seek appropriate guidance from a subject matter expert to ensure they are conducting business properly.

39. The Plaintiffs' interests, as members of the HOA, are being injured by being excluded from meetings, not being able to witness discussions and votes of the board, and if given the opportunity, to be able to provide feedback to the board at meetings. The board of directors is supposed to represent the interests of the members of the HOA. This is not able to be accomplished when the board chooses to exclude members from the process.

**COUNT 3
(BREACH OF FIDUCIARY DUTIES AND NEGLIGENCE RELATING TO
RESERVE FUNDS)**

40. Plaintiffs incorporate the foregoing general allegations as if fully set forth herein.

41. Upon information and belief, Plaintiffs have serious concerns regarding the management of the HOA's finances. While the HOA has refused to release the accounting records to Plaintiffs, preventing them from conducting a detailed review, there are several issues the Plaintiffs are aware of that cause Plaintiffs to believe their interests in the HOA are being harmed.

42. In or around June 2022, without a vote from the board, the funds from the HOA's CIT reserve account were moved into and co-mingled with the HOA's CIT operating account.

43. In or around May 2023, the accounting reporting method for reserve funds was changed, eliminating visibility of how much funds have been designated for reserves.

44. The HOA, in its approved 2023 and 2024 budgets, failed to allocate funds to be placed into reserves. A reserve study has not been conducted. It appears the HOA has no reserve plan in place for items such as maintenance of HOA owned access driveways, maintenance of infrastructure within common areas, common area landscaping

projects, etc. The HOA is obligated to maintain these areas. This is a clear breach of the HOA's fiduciary duties of care and obedience and is negligent conduct which impact the interests of the members.

45. The negligence to create and maintain a reserve plan damages the interests of the Plaintiffs. The Plaintiffs may face increased assessments or implementation of special assessments in order to fund obligations the board has failed to plan for. The failure to maintain the common areas has a direct impact on Plaintiffs ability to enjoy those areas, the overall appearance of the community and property values.

**COUNT 4
(BREACH OF FIDUCIARY DUTIES AND NEGLIGENCE RELATING TO
OPERATING EXPENSES)**

46. Plaintiffs incorporate the foregoing general allegations as if fully set forth herein.

47. The Treasurer of the HOA, who has been in position since 2022, presents himself as an accountant, however, he does not appear to have an active license to be a Certified Public Accountant or Licensed Public Accountant within the state of Idaho. A person who performs accounting as a profession should be able to perform basic accounting practices such as ensuring the long-term financial needs of the HOA are being met and ensuring budgets being presented to the board of directors are realistic and appropriate for the fiscal year the budget is set for.

48. On December 16, 2023, Plaintiffs received an email (EXHIBIT 10) from the HOA management company announcing the board had voted to lower the assessments for 2023 to \$350. It is not known when the vote to lower the assessments took place. The lowering of the assessments took place while the HOA was involved in a lawsuit with the prior management company and while a project to address dead and dying trees in the common areas was desperately needed.

49. Upon information and belief, Plaintiffs believe the decision to lower the assessments was done without an analysis to determine the impact of lowering the

assessments would have on the HOA. The lowering of the assessments reduced the income of the HOA during a time in which the HOA faced the probability of large expenditures. Ultimately, the need for the large expenditures became a reality.

50. The board, on an unknown date, approved the 2023 budget (EXHIBIT 11). This budget was not posted to the HOA portal for the members to view until after fiscal year 2023 had ended. The approved budget failed to provide funding for basic business expenses such as legal services, mailing expenses, insurance, common area repairs or improvements, general maintenance expenses, reserve contributions, etc. This resulted in the budget being grossly underfunded. As a result, at the end of fiscal year 2023, the actual operating expenses were seventy-six percent (76%) over the approved budget. The failure to fund these basic items cannot be explained as an oversight or mistake, especially when the Treasurer claims to be an accountant. This was pure negligence by the HOA and a clear breach of its fiduciary duties. The negligence of the board damaged the financial interests of the Plaintiffs as members of the HOA.

51. The board, on or about January 15, 2024, allowed the initial budget for 2024 (EXHIBIT 12) to be posted. Once again, that budget was not realistic. During the March 12, 2024, board meeting, Mr. Williams voiced his concern about the variance of the 2023 budget and what appeared to be another unrealistic budget being posted for 2024. The Treasurer indicated the 2024 budget on the portal was not accurate and was only posted to meet a deadline. The Treasurer stated the board had approved a different budget (EXHIBIT 13) and they were using that budget, not the one posted on the portal for the members. Over the course of the meeting Mr. Williams asked if the revised budget included funding for a reserve study, the common area tree project and funding to be placed in the reserve account. Mr. Williams was told the revised budget did include funding for those items. Mr. Williams requested that the revised budget be made available to the members. The board said they would post it to the portal. When the revised budget was placed on the portal, the initial budget was removed so members no longer had access to it.

52. Despite the assurances that the revised 2024 budget provided for a reserve study, funds for the reserve account and the common area project, that was not the case. There were no funds allocated for the reserve study, no funds allocated to be placed into the reserve account and only \$3000 was allocated for the common area tree issues, which grossly underfunds what is needed to correct the damage.

53. The board and its directors have a duty to act in good faith, with the care of an ordinarily prudent person, in a manner they reasonably believe to be in the best interest of the HOA.

54. Reducing the income of the association and approving budgets which fail to meet the needs of the HOA is a clear breach of the HOA's fiduciary duties to its members.

55. Posting a budget on the portal which does not represent the true budget misleads the members. Telling members at a meeting, the revised budget included funding for certain items when in fact it did not, is a bad faith act and is a breach of fiduciary duties.

56. The negligence of the board of directors has directly damaged the interests of the Plaintiffs. The Plaintiffs cannot trust the immediate and future needs of the HOA's finances are being properly managed. The HOA's refusal to release its financial records indicates an attempt to hide its negligence from the Plaintiffs. These are bad faith actions in violation of Idaho code, the HOA's governing documents and the board's fiduciary duties.

**COUNT 5
(BREACH OF FIDUCIARY DUTIES BY APPOINTING OF DIRECTORS)**

57. Plaintiffs incorporate the foregoing general allegations as if fully set forth herein.

58. As previously stated, the HOA is required to abide by applicable laws, regulations and the governing documents. The HOA's Declarations, in Section 5.4 (EXHIBIT 14), states the board of the association shall be elected in accordance with the

provisions in the bylaws. The HOA's bylaws (EXHIBIT 02), in Section 3, state only members may elect the HOA's directors at the annual meeting and/or during a member meeting held to fill a vacancy.

59. On or about June 27, 2023, the outgoing board of directors appointed four individuals to the positions of director for the upcoming term. Three of the individuals were new directors and one was an existing director in which their existing term was renewed. This was a direct violation of the bylaws and bypassed the members' power to elect the directors. The "HOA Board Resignation and Appointment Record" document (EXHIBIT 09) posted to the portal states, in part, "These appointments have been made in accordance with the HOA's bylaws and governing documents..." This is a bad faith statement since the bylaws explicitly state only members have the power to elect directors.

60. On July 06, 2023, Mr. Williams received a letter from the HOA's attorney, on behalf of the board of directors (EXHIBIT 15). The letter outlined a conditional offer to appoint Mr. Williams as a director for the new term of the board and included, if he accepted the offer, he would be appointed to the role of Secretary. Mr. Williams declined the offer because he felt it would be unethical for him to accept it since it bypassed the members' rights to elect their directors. Mr. Williams believes the conditional offer of appointment was in effect a bribe to give Mr. Williams a position on the board of directors in exchange for him to abide by the will of the other directors.

61. The board's attempt to appoint individuals to be directors, bypassing the members' power to elect their directors, is a clear breach of their fiduciary duties of care, loyalty and obedience. The board's actions fly in the face of the legislature's stated intent for the Homeowners Association Act. Conducting backroom deals, keeping members in the dark and excluding members from important processes causes injuries to all members, including the Plaintiffs.

COUNT 6
(BREACH OF FIDUCIARY DUTIES BY TARGETING OF PLAINTIFFS)

62. Plaintiffs incorporate the foregoing general allegations as if fully set forth herein.

63. Plaintiffs have been actively involved in the Meadowcrest community from the day they first moved into their home. Plaintiffs' home is in phase 1 of the development and they have lived in the community well before the majority of the community was built. As a part of being involved, Plaintiffs have been advocates for community causes and have been unafraid to voice their opinions, even if unpopular. Plaintiffs believe this has resulted in some members of the board specifically targeting them to harm their reputation in the community and as a method of retaliation.

64. Upon information and belief, Plaintiffs believe one or more directors used their position as director and officer of the HOA to specifically target Plaintiffs to prevent them from both serving as directors at the same time. The improper conduct of the director(s) included:

- a. Talking to members of the community to influence who they would vote for at the upcoming annual meeting.
- b. The creation of a flyer, which was distributed at a community event, which cited reasons couples should not serve on the board of directors at the same time
- c. Actively soliciting certain individual members of the association to run for a director vacancy while using the Plaintiffs as a reason why they should run for the position.
- d. Paying the HOA's attorney to draft an amendment to the HOA's bylaws which would prevent individuals from the same household from serving on the board at the same time.

65. Upon information and belief, Plaintiffs believe one or more director caused a social media post to be made to the *Meadowcrest (Hayden) Neighborhood* Facebook group on July 27, 2023, in which allegations were made, known to be untrue at the time the post was published, which damaged Mr. Williams good name and reputation within the community in which he lives.

66. Upon information and belief, Plaintiffs believe one or more directors took punitive action against Plaintiffs by refusing to award Plaintiffs the prize they won for the 2022 Christmas light contest. Plaintiffs also believe one or more directors took the possibility of Plaintiffs winning again into consideration when deciding if a similar contest would be held in 2023.

67. Upon information and belief, one or more director caused the meeting minutes for the July 16, 2024, board meeting (EXHIBIT 16) to include an entry which states “Announced that we are being sued by a homeowner [within] the organization. A link to the public record can be provided upon request. <https://portal-idaho.tylertech.cloud/odysseyportal/Home/WorkspaceMode?p=0>”. Plaintiffs find it interesting that Defendant is not willing to release records to the Plaintiffs but have no problem providing members with a link to a court website to identify Plaintiffs’ regarding their private matter with the HOA. Plaintiffs note the Idaho Homeowners Association Act specifies potential or ongoing litigation as a reason in which an executive session, excluding members from the topic, may be held.

68. Members of the board have taken issue with the Plaintiffs speaking out when the board attempted to take actions which conflicted with the requirements of the governing documents. They also voiced displeasure when Plaintiffs raised concerns with the HOA’s finances. The board, on several occasions attempted to take the easy way to accomplish their goal, even when it would violate their fiduciary duties. When Plaintiffs spoke out, the board could not accomplish things the way they wanted and were forced to follow the rules. A perfect example is the boards attempt to appoint their successors without a vote of the members. This has angered some directors and as a result they appear to have used their position to target and penalize Plaintiffs.

69. The conduct of the director(s) to target Plaintiffs is a breach of their fiduciary duties. It also shows the director(s) have used, under the color of authority of their position as director, to attack and defame Plaintiffs. This has caused damage, not only to Plaintiffs’ interest in the HOA, but also personal damage as citizens of the community in which they live.

PRAYER FOR RELIEF

Plaintiffs respectfully request the following relief:

- A. Defendant be ordered to produce copies of all the records specified in Plaintiffs January 21, 2024, letter to the HOA, to include issuing a subpoena for records held by third parties;
- B. Defendant be ordered to immediately have a reserve study conducted and to implement the recommendations of the study relating to accounting methods for reserve funds, budgeting for reserve items, etc.;
- C. Defendant be ordered to engage with a licensed accountant, who does not have a personal or previous professional relationship with any directors, to conduct an independent review of the HOA's accounting practices and establish accounting rules the HOA must follow;
- D. Defendant be ordered to immediately develop and implement an actionable plan to correct the damage to and maintenance of the trees and shrubs within the common areas;
- E. An award of compensatory and punitive damages to be determined by the court or if this matter proceeds to a jury trial, the jury;
- F. An award to Plaintiffs of their reasonable fees and costs for this matter under applicable authorities and statutes;

and

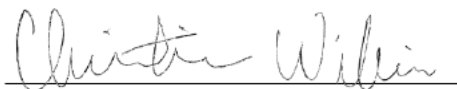
- I. Provide such other relief as the Court determines fair, just, and appropriate under the circumstances.

Dated this 5th day of August 2024,

By:



Michael Williams, Plaintiff



Christine Williams, Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I sent true and correct copies of this AMENDED COMPLAINT to the following:

NORTHERN STAR HOA MANAGEMENT
Registered Agent of Defendant,
Meadowcrest Homeowners Association Inc.
5660 E Franklin Rd #310
Nampa, ID 83687



- By iCourt Filing
- By email

Brindee Collins
COLLINS LAW PLLC
6126 W State St
Boise, Idaho 83703



- By iCourt Filing
- By email

DATE: August 05, 2024

By: 

Michael Williams

EXHIBIT 01

Meadowcrest Homeowners Association
BOARD OF DIRECTORS MEETING
July 18th, 2022

Minutes of the Board of Directors Meeting of the Meadowcrest Homeowners Association, Nampa, Idaho, held at the Nampa, Idaho, at 2433 Coneflower St., at 6:00 p.m. on the 18th day of July, 2022.

I. CALL TO ORDER

- a. Board Member Mike Williams called the meeting to order at 6:05 pm.

II. ROLL CALL OF OFFICERS

- a. Present: Mike Williams, Randy Rieken, , Darrell Broughton, Luke Tuttle, Ross Lamm
- b. Absent:
- c. Also Present:

III. APPROVAL OF THE MINUTES OF THE REGULAR MEETING (June 14th, 2022)

- a. Luke motions for approval of previous minutes, Mike seconds and motion passes.

IV. VOTE TO INITIATE EXECUTIVE MEETING

- a. Vote to initiate executive meeting for July 18th, 2022. Vote carried via email on morning of July, 18th, 2022. Motion carried by Michael, Randy, Darrell, Ross. Luke was counted as absent. Motion passes.

V. Agenda

- a. Signing of Resolutions
 - a. Tree Policy – Will be written up by Luke. Will state that one tree will be required on the front yard, another tree is to be on at any other location withing the homeowners property, other than the 5' easement surrounding that property.
 - b. One Drive/SharePoint account
 - i. Mike will look into different services (Microsoft, Google, inMotion, ect).
 - c. Use of Adobe electronic signatures
 - i. Will use in the future.
- b. Secretary of State Account
 - a. Luke will set up an account for the Idaho SOS website.
- c. Document retention
 - a. Continuity of business plan
 - b. 10-year retention period
 - c. Physical document storage
 - i. Will store current files at AMI at the moment, will retain at a central location in the future.
 - d. Electronic document storage
 - i. Mike will look into using a document retention service (OneDrive, google, ect)
- d. Motions/Votes via email
 - a. Use of meadowcrestnampa.com email exclusively for HOA business. Legal requirements (retention, subpoena, etc)
 - b. Checking of email (at least once a day)
 - c. New Idaho HOA law
 - i. Executive sessions don't need to be public documents, regular minutes do need to be.
 - d. Business cards and logo
 - i. Will be done on a personal basis.
- e. AMI/Keystone
 - a. Request for Internal Audit update

- i. Did not receive response on audit.
 - b. Performance Update
 - c. Recovery of Association documents
 - d. Mike motions to aggressively look for new management company, seconded by Randy. Unanimously approved by all board members present.**
- f. Management Services RFP
- a. MGM - \$750/month, 6 inspections a year, additional fees for request and mailing/postage.
 - b. Northern Star - \$950/month, additional cost for mailing and additional request. 14 inspections/year.
 - c. Idaho AMS – \$1275/month for premium, \$950/month for basic, additional fees include mailing and postage.
 - d. PayHOA (All)
 - i. Hybrid Option – Cheaper in most aspects, more control via board. Cheaper postage and mailing.
 - ii. Accounting – invoices not auto approved, unlike other management companies, which review and help with accounting and payment issues.
 - e. Mike motioned to vote for types of service. Seconded by Randy. Unanimously votes to use Northern Star as our full service company. Mike will reach out to Northern Star to establish how to obtain their services. Motion passes.**
- g. Landscaping Vendor RFP
- a. Ross has reached out to numerous companies, still reaching out to companies, No luck with getting successful bids, will have more details on next meeting.
 - b. Updated common area map
 - i. 4 access drives
- h. Tree Removal/Replacement & Landscape improvements
- a. Update on common area
 - b. Improvements
 - i. Sign Lights
 - ii. Landscaping fabric and rock at end of Yellowbell access road?
- i. Inspection policy (All)
- a. Existing violations
 - b. Truck camper policy
 - c. Photo requirements
 - d. Board approval prior to letters being sent
 - e. Form letter wording
 - f. Mike motions to clear all violations as soon as possible. So that we can establish a set of violation rules and codes, such as photographic proof, documentation, cost of violation notices, and board approval of violations by majority vote. Seconded by Luke. Amended unanimously by board.**
- j. Website (All)
- a. Thoughts on proposed design
 - i. Go live will happen for the Meadowcrest website
 - b. Will upload documents onto website, homeowner users will need to create account.

- k. Committees
 - a. Event – Luke will lead. 6 people signed up, only need 5, Melissa Jane not selected via random draw.
 - b. Architectural – Randy will lead. 2 people volunteered.
 - c. Landscaping – Ross will lead. 1 volunteered
 - d. Neighborhood Watch – Darrell will lead.
 - e. Board Member Sponsor for each

- l. Quarterly Meeting Date – Did not discuss due to limited time
 - a. Date:
 - b. Location:
 - c. Notice requirements:
 - d. Zoom Account:

- m. CC&R Amendments - Did not discuss due to limited time
 - a. Correct typos
 - b. Modify tree requirement
 - c. Electronic notices
 - d. Incorporate new law
 - i. Quorum definition

- a. Architectural Requests - Did not discuss due to limited time
 - a. Remove administrative fee?
 - b. Take AMI out of the loop?
 - c. Send amended authorization for 2306 W Foxglove (1 tree in front yard)

- b. Neighborhood Watch/Safety- Did not discuss fully due to limited time
 - a. Nampa PD requirements to establish
 - b. Radar trailer
 - c. Streetlights
 - d. Kids at play signs?
 - e. Foxglove speed hump
 - f. Construction traffic signs on Lancaster at Roosevelt Park transition
 - i. Welcome to Meadowcrest Sign at Roosevelt Park transition?

VI. Current Financial Condition

- a. Spending and Budget will be attached on the email.

- b. Delinquent homeowners:
 - i. Will establish in future meetings.

- c. New Homeowners:
 - i. Will establish in future meetings.

- d. Financial Concerns:
 - i. Account balances overview with Ross.
 - ii. Vendor billing issues/concerns?
 - 1. Landscaping-Can use landscaping budget for Christmas lighting.

- iii. Debit Card for online subscriptions
- iv. Setup new accounts with bank services.
- v. Budget for meetings and events

VII. Updates on Current Projects

- a. Violations follow-up:
 - i. None at this moment.
- b. Mike will continue to reach out to Michelle for training.
- c. Ross will work on establishing a budget with a goal to reduce assessment cost for homeowners. Budget will be approved in the future by board.
- d. Randy will look for meeting locations for board and homeowner meetings.
 - i. UPDATE - Local School will be \$50 an hour to use. Randy will follow up with alternatives.
- e. Schedule out board/homeowner meetings over a year.
- f. Legal issues with attaching emails to minutes.
 - i. COMPLETED - Will archive emails and only use the Meadowcrestnampa.com email for all future communications.
- g. Getting CC&Rs reviewed by committee and homeowners.
 - i. UPDATE - Tree policy will be created as a interim to adapting the CC&Rs during a community HOA meeting.
- h. Resolutions made up for board members to have certain powers within the board.
 - i. Mike, Ross, and Randy to access financial records, paying invoices <\$1000, pay reoccurring payments, access to funds.
 - ii. Luke and Mike resolution to change CC&Rs, form resolutions, maintain develop corporate documents, and file documents with state authorities.
 - iii. Mike, Randy, and Darrel to sign board approved contracts.
 - 1. Luke motions for approval, Mike seconds, board unanimously approves. Luke will compose resolutions.
 - iv. **COMPLETED - Resolution was completed. See attached document (i.e. Administrative Resolution 001).**
- i. Mike and the rest of the board will gather documents from AMI's website that pertain to the Meadowcrest HOA and save them on their personal computers until we establish a new management company. Motion carried by Mike, seconded by Ross on 6/14/2022.

VIII. New Business

- a. Second meeting about:
 - i. Follow up with current Projects listed above, other than those listed as complete.
 - ii. Any new information or conflicts that arise from now until our next meeting.
- b. Randy will send out emails and will update us on locations for future meetings.

- c. Next board meeting will be established via email communication in the hopes of establishing a HOA meeting with the community.
- IX.** Ross made a motion to adjourn the meeting at 8:25. Seconded by Luke. Motion Carried on 7/18/2022. Some content on the agenda were not discussed and will be resolved and discussed via email and at our next HOA meeting.

EXHIBIT 02

ACCOMMODATION

After Recording, Return to:
Hayden Homes Idaho, LLC
Attn: Kristi Ringis
2464 SW Glacier Pl.
Redmond, OR 97756

2022-016690	
RECORDED	
03/28/2022 03:14 PM	
CHRIS YAMAMOTO	
CANYON COUNTY RECORDER	
Pgs=15 JWINSLOW	\$52.00
TYPE: MISC	
ALLIANCE TITLE - BOISE PRODUCTION	
ELECTRONICALLY RECORDED	

BYLAWS OF MEADOWCREST HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1 – GENERAL PLAN OF OWNERSHIP

Section 1.1 Name. The name of the corporation is MEADOWCREST HOMEOWNERS ASSOCIATION, Inc. (the “**Association**”). The principal office of the Association shall be located at 3140 W Belltower Dr, Meridian, ID 83646, in Canyon County, Idaho.

Section 1.2 Bylaws Applicability. The provisions of these Bylaws are applicable to the MEADOWCREST HOMEOWNERS ASSOCIATION, located in the City of Nampa, Canyon County, State of Idaho, and designated in the Declaration of Covenants, Conditions and Restrictions for the Homeowners Association, recorded in the official records of Canyon County, Idaho as Instrument No. 2018-052704, and within any amendments or supplements thereto (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 owner and/or managed by the Association in any manner, are subject to the regulations set forth in these Bylaws and the Declaration. The mere acquisition or rental of any Lot within the Insert Homeowners Association or the mere act of occupancy of any such 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 Meadowcrest Homeowners Association, including Grantor, shall be Members of the Association.

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

- (a) Class A Members. Class A Members shall be the Owners of Lots excluding Grantor for so long as Grantor is the Class B Member. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Class A Member will be entitled to one (a) vote for each Lot owned by such Member. Upon the Class B Member Termination Date, to the extent Grantor owns a Lot, Grantor shall become a Class A Member and shall be entitled to one (a) vote for each Lot owned by Grantor.
- (b) Class B Members. Grantor, by and through Grantor's designated representative (hereinafter "Grantor's Delegate"), shall be the Class B Member, and shall be the sole voting member of the Association entitled to vote the collective voting power of all Lots until the Class B Member Termination Date. The Class B Member shall be entitled to one (1) vote for each Lot, whether or not such Lot is owned by the Class B Member. The Class B Member shall cease to be a voting Member in the Association upon the earlier to occur of the following: (i) the date upon which Grantor no longer owns any Lot; (ii) the date Grantor informs the Board in writing that Grantor no longer wishes to exercise its rights as the Class B Member, or (iii) June 1, 2024. This date may be referred to herein as the "Class B Member Termination Date".

Section 2.3 Annual Meetings of Members. The 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 fifth sale of a Lot within the Meadowcrest Homeowners Association, and each subsequent regular annual meeting shall be determined by the Board of Directors. The Members may transact such business of the 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 Associations president to call a special meeting of the 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 Association, either in person or by proxy. If, at this meeting quorum is not present the Board has the power to close the meeting and immediately re-open another meeting with 30% quorum or voting power present.

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 Association shall be held within the Meadowcrest of Homeowners Association or such other suitable place as close thereto as practicable, 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 Association shall be delivered, mailed or e-mailed 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 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 Association. The mailing of a notice, postage prepaid or electronic mail, 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, or from the date that such notice was sent via electronic mail. If no address or e-mail has been furnished to the 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 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 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 is not present, the Members present may adjourn the meeting and immediately hold another meeting in order to conduct business with (30%) quorum or voting power. In the original notice it must say if quorum is not reached we will hold a subsequent meeting immediately following with all persons present or by proxy, and entitled to vote, where a reduced quorum is required. At such second meeting, the presence of Members representing no less than thirty percent (30%) of the quorum required at the preceding meeting shall constitute a quorum. Except as otherwise provided in the Declaration, decisions and resolutions of the 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 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 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 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 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 Association shall be governed and managed by a Board of Directors composed of not less than three (3) and not more than five (5) 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. There must be an odd number of Board members so either (3) or (5). The Directors shall serve until the next annual meeting of the Members unless earlier removed by the 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 Association, apart from them not being in good-standing, 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 Association, as more fully set forth in the Declaration, and may do all such acts and things as are not by law, the 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 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 Association; to prescribe such powers and duties for them as may be consistent with law, with the Articles, the 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 Association, and to make and enforce such rules and regulations therefor consistent with law, with the Articles, the Declaration and these Bylaws, as the Board of Directors may deem necessary or advisable;

(c) To change the principle office for the transaction of the business of the Association from one location to another within the State of Idaho; to designate any place within said State for the holding of any annual or special meeting of the Association consistent with the provisions hereof; and to adopt and use a corporate seal and to alter the form of such seal shall at all times comply with the provision of law;

(d) To borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the 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 Declaration.

(e) To fix and levy from time to time Regular Assessments, Special Assessments and Limited Assessments upon the Owners as provided in the 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 Association, and of the taxes and assessments upon real or personal property owned, leased, controlled or occupied by the 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 Association for the general benefit and welfare of the Owners and/or Members, in accordance with the provisions of the 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 Association or for the welfare of the Owners and/or Members. The funds collected by the Board of Directors for 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 comingled 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 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 Declaration.

(f) To enforce the provisions of the Declaration, the Articles, these Bylaws or other Agreements of the Association;

(g) To contract for and pay for, casualty, blanket, liability, malicious mischief, vandalism, and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board of Directors deems advisable, which may include without limitation, medical expenses or 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 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 Association, and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts;

(k) To adopt, amend, and repeal by majority vote of the board of Directors, rules and regulations of the Association deemed reasonable and necessary; and

(l) To pay, all real and personal property taxes and assessments levied against the common area owned or managed by the Association.

Section 3.4 Organizational Meeting. The first organizational meeting of a newly elected Board of Directors shall be held within forty-five (45) days of the election of the Board of Directors, at such place as shall be fixed and announced by the Directors subsequent to said Directors' election, for the purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a quorum of the Board of Directors shall be present.

Section 3.5 Other Regular Meetings. Regular meetings of the Board of Directors may be held without notice, at such times, in such place and at such hour as may be fixed from time to time by resolution of the Board of Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3.6 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place whether within or outside the State of Idaho, as the place for holding any special meeting of the Board of Directors called by them. Whenever any Director has been absent from any given special meeting of the Board, an entry in the minutes to the effect that notice has been duly given in the manner provided in Section 3.7 shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

Section 3.7 Notice. Notice of any special meetings of the Board of Directors shall be delivered, mailed or e-mailed to all Directors at least three (3) days previous thereto and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. The mailing of a notice, postage prepaid or electronic mail, 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, or from the date that such notice was sent via electronic mail. If no address or e-mail has been furnished to the Associations secretary, notice shall be deemed to have been given to a Director if posted in a conspicuous place on the Property.

Section 3.8 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent

to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by that Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

Section 3.9 Quorum. A majority of the number of Directors fixed by Section 3.1 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Any act taken by a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.10 Voting. For purposes of voting at Board of Directors meetings and for or against Board of Directors' actions, each Director shall have one (1) vote.

Section 3.11 Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting for the action so taken, is signed by all the Directors.

Section 3.12 Vacancies. Vacancies on the Board prior to the Class B Member Termination Date shall be filled by the Class B Member. Vacancies on the Board after the Class B Member Termination Date may be filled by the majority of votes of the Members of the Association, if any, at the next Association annual meeting, or special meeting called for that purpose. Until such time as a new Director is selected by Association, the Board of Directors may continue to conduct business as if no vacancy existed. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in the case the full number of authorized Directors are not elected at any minute at which such election to take place.

Section 3.13 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association or its manager.

Section 3.14 Committees. The Board of Directors, by resolution, may from time to time designate such committees as the Board of Directors shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee shall provide for the appointment of its members, as well as a chairperson, shall state the purpose of the committee, and shall provide for reports, termination, and other administration matters as deemed appropriate by the Board of Directors.

Section 3.15 Books, Financial Statements and Audit. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. Financial statements for the Association shall be prepared regularly and, upon request, copies shall be made available to each Member of the Association as follows:

(a) A pro forma operating statement or budget representing the Association for each fiscal Year shall be made available to the Members not less than sixty (60) days after the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable.

(b) Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and made available to each Member, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year.

ARTICLE 4 – OFFICERS

Section 4.1 Designation. The principal officers of the Association shall be a president, a vice president, secretary, and a treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in the Board's judgment may be necessary. One person may hold two or more offices, except those offices of president and secretary.

Section 4.2 Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board, and each officer shall hold office for one (1) year unless such officer shall sooner resign or shall be removed or otherwise disqualified.

Section 4.3 Removal of Officers. Upon an affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board of Directors or to the president or secretary of the Association. Any such resignation shall take effect at the date of receipt of such notice or any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board of Directors shall not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 4.4 Compensation. Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board of Directors. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee. No officer, employee, Member or affiliate of Grantor may receive any compensation.

Section 4.5 Special Appointment The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 4.6 President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation, including, but not limited to the power, subject to provisions of Section 3.14, to appoint committees from among the Members and Owners from time to time as the president alone may decide are appropriate to assist in the conduct of the affairs of the Association. The president shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Association. The president shall be ex officio a member of all standing committees, and the president shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 4.7 Vice President. The vice president shall take the place of the president and perform such duties whenever the president shall be absent, disabled or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint a member of the Board of Directors to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors or these Bylaws.

Section 4.8 Secretary. The secretary shall record the votes and keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board of Directors may order. The secretary shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Board of Directors may direct, and the secretary shall, in general, perform all the duties incident to the office of secretary. The secretary shall give, or cause to be given, such notices of meetings of the Association and of the Board of Directors required by these Bylaws or by law to be given. The secretary shall maintain a book of record Owners, listing the names and addresses of the Owners, as furnished to the Association and such book shall be changed only at such time as satisfactory evidence of a change in ownership of a Lot is presented to the secretary. The secretary shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 4.9 Treasurer. The treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Common Area, Restricted Area, Maintenance Property, any tax records and business transactions of the Association including accounts of all assets, liabilities, receipts and disbursements, all in books belonging to the Association. The treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. The treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with the Declaration, shall render to the president and Directors upon request, an account of all transactions as treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

ARTICLE 5- OBLIGATIONS OF

MEMBERS Section 5.1 Assessments.

(a) All Members are obligated to pay, in accordance with the provisions of the Declaration, all Assessments levied by the Association to meet all expenses of the Association which may include, without limitation, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of fire, earthquake or other hazard, as more fully provided in Section 3.3 of these Bylaws. Except as otherwise provided in the Declaration, the Assessments shall be made equally per Lot for all Members of the Association obligated to pay such Assessment.

(b) All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

Section 5.2 Maintenance and Repair.

(a) Every Member must perform promptly, at the Member's sole cost and expense, all maintenance and repair work on such Member's Lot as required under the provisions of the Declaration.

(b) As further provided in the Declaration, each Member shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of Common Area which is damaged through the fault of a Member or a Member's Occupant, and each Member shall promptly reimburse the Association for the costs of repairing, replacing and/or maintaining that portion of the Common Area which the Association has repaired, replaced or maintained pursuant to the Declaration. Such expenditures shall include all court costs and reasonable attorneys' fees and costs incurred in enforcing any provision of these Bylaws, the Articles or the Declaration.

ARTICLE 6 - AMENDMENTS TO BYLAWS

During the Class B Control Period, these Bylaws may be amended at any time by the Declarant. Following the Class B Control Period, these Bylaws may be amended by Owners holding at least sixty-five percent (65%) of the total eligible votes of the Association. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Canyon County Recorder, State of Idaho. Notwithstanding the foregoing or anything else to the contrary set forth herein, for so long as BCP owns any portion of the Property, any amendment to these Bylaws shall require the prior, written consent of BCP, such consent not to be unreasonably withheld, and any such amendment without BCP's consent shall, at the option of BCP, be null and void.

ARTICLE 7- MEANING OF TERMS

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

ARTICLE 8 - CONFLICTING PROVISIONS

In case any of these Bylaws conflict with any provisions of the laws of the State of Idaho, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect. In case of any conflict between the Articles and these Bylaws the Articles control; and in the case of any conflict between the Declaration and these Bylaws the Declaration shall control.

ARTICLE 9- INDEMNIFICATION AND INSURANCE

Section 9.1 Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the Association; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 9.3 or paragraph (c) of Section 9.4.

Section 9.2 Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of the Association, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such person's duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

Section 9.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 9.2 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 9.4 Determination of Standard of Conduct. Except as provided in Section 9.3, any indemnification under this Article shall be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 9.2, as determined by:

- (a) A majority vote of Directors who are not parties to such proceeding;
- (b) Approval or ratification by the affirmative vote of a majority of the total voting power of the Association as cast by the Members at a duly held meeting of the Association at which a quorum is present;
- (c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Association; or
- (d) Independent legal counsel in written opinion, engaged at the direction of a majority of disinterested Directors.

Section 9.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

Section 9.6 Extent and Limitations of Indemnifications. No indemnification or advance shall be made under this Article, except as provided in Section 9.3 or paragraph (c) of Section 9.4, in any circumstance where it appears:

- (a) That it would be inconsistent with the provision of the Articles, these Bylaws, a resolution of the Board of Directors or Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

This Article shall create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

Section 9.7 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 10 - MISCELLANEOUS

Section 10.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 10.2 Execution of Documents. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have the power or authority to bind the Association by any contract or engagement or to pledge the Association's credit or to render the Association liable for any purpose or in any amount.

Section 10.3 Inspection of Bylaws, Books and Records. The Association shall keep in the Association's office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Association's secretary, which shall be open to inspection by the Members at all reasonable times during office hours. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the Bylaws shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 10.4 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

Section 10.5 Membership Book. The Association shall keep and maintain in the Association's office for the transaction of business a book, electronically or otherwise, containing the name and address of each Member. Termination or transfer of ownership of any Lot by an Owner shall be recorded in the books together with the date on which such ownership was transferred, and the new Owner shall be incorporated into the book in accordance with the provisions of the Declaration and the Articles.

ARTICLE II - INCORPORATION BY REFERENCE

The Declaration and Articles are incorporated herein in their entirety by this reference and made a part of these Bylaws as if set out in full herein.

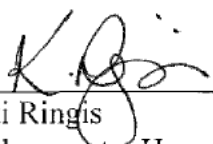
**CONSENT OF DIRECTORS
OF
MEADOWCREST HOMEOWNERS ASSOCIATION
IN LIEU OF MEETING**

The undersigned, constituting all of the Directors of Meadowcrest Homeowners Association, Inc., an Idaho nonprofit corporation (the "**Association**"), do hereby consent to, adopt and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

RESOLVED, that the above and foregoing Bylaws are hereby duly adopted as the Bylaws of the Association and that the same do now constitute the Bylaws of the Association.

RESOLVED, all previously adopted bylaws of the Association are hereby repealed and shall no longer be of any force or effect.

This Consent of Directors of Meadowcrest Homeowners Association, in Lieu of Meeting shall be effective as of the 16th day of MARCH, 2022.



Kristi Ringis
Meadowcrest Homeowners Association,
Inc.

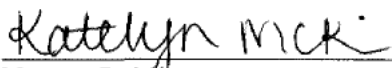
STATE OF OREGON)

: ss

COUNTY OF DESCHUTES)

On this 16th day of March, 2022, personally appeared before me Kristi Ringis, who being by me duly sworn, did say that he is the Director for Meadowcrest Homeowners Association, Inc. and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.





Notary Public
My Commission Expires on June 12, 2022

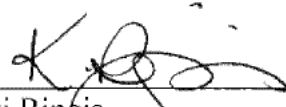
**CERTIFICATE OF
SECRETARY**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of the Meadowcrest Homeowners Association Inc., an Idaho nonprofit corporation; and

2. The foregoing Bylaws comprising 15 pages, including this page, constitute the Bylaws of the Meadowcrest Homeowners Association and were duly adopted by the Board of Directors pursuant to that "Consent of Directors of the Meadowcrest Homeowners Association, Inc., in Lieu of Meeting," dated effective the 16th day of MARCH, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of Association effective the 16th day of MARCH, 2022.



Kristi Ringis
Meadowcrest Homeowners Association,
Inc.

STATE OF OREGON)

: ss

COUNTY OF DESCHUTES)

On this 16th day of March 2022, personally appeared before me Kristi Ringis, who being by me duly sworn, did say that he is the Director for Meadowcrest Homeowners Association, Inc. and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Katelyn McKiernan
Notary Public
My Commission Expires on June 12, 2022

EXHIBIT 03

January 21, 2024

Michael and Christine Williams
[REDACTED]

Meadowcrest Homeowners Association Inc.
c/o Northern Star HOA Management
5660 E Franklin Rd #310
Nampa, ID 83687
Via Email [REDACTED] and board@meadowcrestnampa.com)

Meadowcrest Board of Directors:

In accordance with I.C. 30-30-1102 we are requesting copies of the records listed on page 2 of this letter. The records being requested are required to be generated and/or maintained by the association in accordance with I.C. 55-3204 (3)(c), I.C. 30-30-1101 and the association's bylaws.

We are requesting the records be made available no later than 5 pm, February 9, 2023. If the records are maintained in digital format, they can be delivered to us via email, via download from the Northern Star portal, or one of us will bring a thumb drive to the Northern Star office for the files to be transferred to.

This request is being made in good faith for the follow purposes:

1. Performing an audit of the association records to verify records are being maintained in accordance with Idaho Code and the association's bylaws,
2. To review accounting practices,
3. To investigate whether past or current board members treated certain members fairly.

We are aware of I.C. 30-30-1104 and are certifying that the requested member list will only be used for association-related matters and will not be used for any of the purposes stated in I.C. 30-30-1104 (1) to (3).

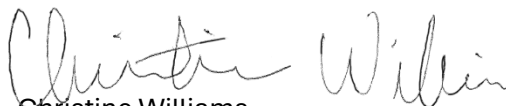
In the event the requested records/information does not exist, please provide an explanation of why the records/information are unavailable.

In the event the records contain topics discussed during executive sessions, please refer to the meeting minutes which reflect the motion and vote results to enter executive session and then redact those sections. Please provide a brief general description of the topic that qualified it to be protected under I.C. 55-3204 (2).

If you have any questions or concerns you may contact us at [REDACTED]



Michael Williams
[REDACTED]



Christine Williams
[REDACTED]

REQUESTED RECORDS:

1. Meeting minutes and/or recordings of all members, board and committee meetings between November 01, 2022, and present, including but not limited to:
 - a. The failed annual member meeting held May 22, 2023
 - b. Meetings of interim board members between May 22, 2023, and the election of current board.
 - c. Meetings of the previous terms board members from November 01, 2022, to the election of the current board.
 - d. Meetings of current board members including the organizational meeting, meeting approving the discontinuation of the use of meadowcrestnampa.com website and email, approval of vendors, etc.
2. Snapshots of the community calendar from January 01, 2023, to present as seen on the date of receipt of this letter.
3. Records of notices and associated documents sent to members in advance of member meetings in 2023 to include the manner in which the notices were sent to members (mail, email, etc.).
4. Record of the candidacy list and candidacy statements submitted by all members interested in being a member of the board and/or a committee in 2023 to include mailing dates the information was distributed to members prior to the meeting elections and/or appointments to a committee.
5. Records of all actions taken by the board without a meeting. If the discussions and/or actions took place via email, text message or some other form of electronic communication, please provide copies of the emails, text messages, etc.
6. Records of any discussions (including but not limited to meeting minutes, email, text message, video conference, messaging application, etc.) made by any board member (past, interim or present), between November 01, 2022, and present, concerning members Michael Williams and/or Christine Williams (specifically named and/or implied).
7. Copies of the board approved budget for FY 2023 and FY 2024
8. Monthly balance sheets and income/expense statements for FY 2022 and FY 2023.
9. Full accounting of reserve funds and developer contributions from May 2022 to present.
10. Full accounting of purchases made by debit/credit cards issued to directors from November 2022 to present, specifying who made the purchase, the reason for the purchase and record of board approval for the purchase.
11. Full accounting of prizes purchased by the association for association sponsored contests (Item description, date purchased, purpose, who maintained custody of the prizes, who the prize was delivered to, date prize was delivered, etc.).
12. Copies of all resolutions, policies and/or rules created between November 2022 to present.
13. A current member list that shows each owner's full name and mailing address.

EXHIBIT 04



Mike W [redacted]

Re: Request for Records

1 message

Natalie Miller [redacted] > Mon, Jan 22, 2024 at 11:57 AM
To: Mike Williams [redacted] >
Cc: Meadowcrest HOA <board@meadowcrestnampa.com>, "Nick Talik [redacted]"
[redacted]

Hello Mike,

I am emailing you to inform you know we have received your request and are reviewing it.

Thank you,
Natalie Russ

On Sun, Jan 21, 2024, 5:41 PM Mike Williams [redacted] > wrote:
Meadowcrest Board Members -

Please see the attached request for records.

Feel free to email me with any questions.

Thank you,

Michael Williams
[redacted]

EXHIBIT 05

February 09, 2024

Michael and Christine Williams
[REDACTED]
[REDACTED]

Meadowcrest Homeowners Association Inc.
c/o Northern Star HOA Management
5660 E Franklin Rd #310
Nampa, ID 83687
Via Email [REDACTED] and board@meadowcrestnampa.com)

Meadowcrest Board of Directors:

On January 21, 2024, we sent you a letter requesting access to and copies of HOA records. In that letter we advised we would like to have the requested records by February 9, 2024. On January 22, 2024, Natalie Russ sent an email acknowledging receipt of the request.

I.C. 30-30-1102 specifies fifteen (15) business days as the reasonable amount of time to make the records available. Today, February 09, 2024, is fifteen (15) business days from the date we sent the request for the records.

The Meadowcrest Bylaws, Section 10.3 states in part (**emphasis added**), "The books, records and papers of the Association **shall at all times**, during reasonable business hours, be subject to inspection by any Member."

We are aware the HOA's usual business practice has been to store its records in a digital format for safekeeping and easy access. If that practice is still in place, the records we requested should have been able to be quickly compiled.

We are sending this letter to ask for confirmation that the records will be made available to us by 5 PM today. We also would like to know if the records will be emailed to us, made available for download via the portal, or, if we need to bring a thumb drive to the Northern Star office, what time one of us needs to be there.

If the records are not going to be available today, we would appreciate a reason why and a date they will be available.

Thank you,



Michael Williams
[REDACTED]



Christine Williams
[REDACTED]

EXHIBIT 06

February 16, 2024

Michael and Christine Williams
[REDACTED]
[REDACTED]

Meadowcrest Homeowners Association Inc.
c/o Northern Star HOA Management
5660 E Franklin Rd #310
Nampa, ID 83687
Via Email [REDACTED] and board@meadowcrestnampa.com)

Meadowcrest Board of Directors:

This letter is being sent as a **SECOND REQUEST for an update** regarding the request for records we made on January 21, 2024.

In our January 21, 2024, letter, we requested the records be made available to us by February 09, 2024, by 5 PM. On February 09, 2024, after not being contacted by the Board or its agent, we sent you a letter requesting an update. To date, we have not received the records, nor have we been contacted by anyone.

If the Board is unwilling to provide us with the requested records or continues to employ unreasonable delay tactics, we will have no choice but to initiate legal action to seek relief from the Court.

Our request for the records was made in good faith as Members of the HOA. Despite the HOA failing to provide the records on the date we requested, **we have made good faith efforts to communicate with you to obtain a date the records will be provided. We would prefer not to take court action as it will result in legal expenses for us and ultimately the HOA.**

Please respond to our request for an update and provide us with a reasonable date when the requested records will be made available to us.

Thank you,



Michael Williams
[REDACTED]



Christine Williams
[REDACTED]

EXHIBIT 07

Requested Records



Name ↑

Modified ↓



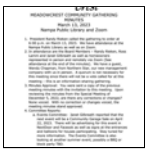
01-11-2024-Meeting Minutes-Board Meeting-...

Last month



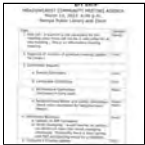
02-2024 Current Member List - Meadowcrest ...

11 days ago



03-13-2023 Minutes - Community Gathering - ...

6 months ago



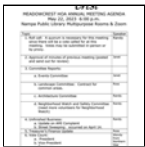
03-13-2023 Minutes - Handwritten Notes - Inf...

11 months ago



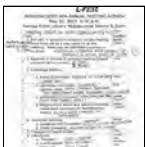
04-10-2023 Letter to Members RE Board Inter...

10 months ago



05-22-2023 Agenda Packet - Annual Meeting -...

9 months ago



05-22-2023 Minutes - Handwritten Notes - An...

9 months ago



05-22-2023 Notice & Proxy - Annual Meeting -...

9 months ago



06-27-2023-Board Appointment Record Signe...

8 months ago



09-05-2023 - Annual Meeting Minutes - Mead...

4 months ago



09-05-2023-Notice & Proxy - Annual Meeting -...

6 months ago



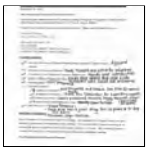
09-11-2023-August Mail Log NSHOA Meado...

5 months ago



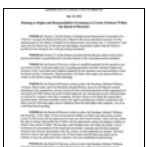
11-15-2022 Upcoming Special Meeting - Bro...

20 days ago



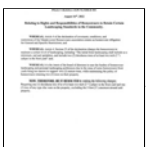
12-05-2022 Minutes - Handwritten Notes - Bo...

Dec 9, 2022



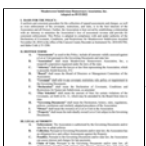
2022_07_18_Administrative Resolutio...

Oct 14, 2022



2022_08_16_Policy Resolution ...

Oct 14, 2022



2022_09-15_Meadowcrest - Collection, Fine ...

Oct 14, 2022



35Z5747-Collections_Resoluti...

Oct 14, 2022



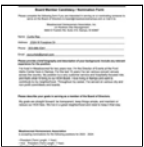
5-22-2023-Meeting Minutes-(DRAFT)-Annual ...

9 months ago



Broadcast Email Notice(s) To Homeowners - 2...

11 days ago



Curtis Ray - 2023_03_30_Candidacy-Nominat...

10 months ago



Melissa Meyers - Candidacy-Form - Meadowc...

9 months ago



NSHOA - Postage - Meadowcrest.pdf

8 months ago

EXHIBIT 08

April 16, 2024

Michael and Christine Williams
[REDACTED]
[REDACTED]

Meadowcrest Homeowners Association Inc.
c/o Northern Star HOA Management
5660 E Franklin Rd #310
Nampa, ID 83687
Via Email [REDACTED] and board@meadowcrestnampa.com)

Meadowcrest Board of Directors:

This letter is being sent as a FINAL DEMAND for the records we requested on January 21, 2024.

As a reminder, the following is a timeline related to our request for the records:

- January 21, 2024 – We sent a letter requesting access to and copies of records by 5 PM on February 09, 2024.
- February 09, 2024 – No records were made available.
- February 09, 2024 – We sent a request for the status of making the records available. No response was made by the HOA.
- February 16, 2024 – We sent a second request for the status of making the records available.
- March 03, 2024 – We received a letter from the HOA attorney which contained a link to a Drop Box location which contained some, but not all the requested records.
- March 13, 2024 – We responded to the HOA attorney indicating that records were missing and incomplete. We provided a list of examples of missing and incomplete records.

We have been trying to work with the Board regarding our request for records, which we are entitled to, in accordance with the Meadowcrest Bylaws and state statute. It has been almost three (3) months since we made our original request. This lack of transparency and unwillingness to provide records to a member is to say the least, concerning.

If the Board is unwilling to provide us with the requested records by 5 PM, April 22, 2024, we will be seeking an order from the Court to compel the HOA to produce the remaining records as well as for reimbursement for all costs and fees we incur. We would prefer not to have to take this step as we do not want to incur the expense for ourselves nor the HOA. We are hopeful the Board will direct the release of the records by the deadline we have set.

Thank you,


Michael Williams
[REDACTED]



Christine Williams
[REDACTED]

EXHIBIT 09

Meadowcrest HOA
Northern Star HOA Management
5660 E. Franklin Rd. #310
Nampa, ID 83687

June 27, 2023

HOA Board Resignation and Appointment Record

For Meadowcrest HOA Board Records,

This letter serves as an official record to inform you of recent changes within the Meadowcrest Homeowners' Association (HOA) Board of Directors. We have received letters of resignation from three board members, and new individuals have been appointed to fill the vacancies created by these resignations.

Resignations:

The following board members have submitted their letters of resignation, effective [Date of Resignation]:

1. Darrell Broughton - VP
2. Mike Williams – President
3. Randy Rieken - VP

Appointments:

To maintain a fully functioning board, we are pleased to announce the appointment of the following individuals to the HOA Board of Directors:

1. Curtis Ray - VP
2. Natalie Russ - President
3. Melissa Myers - VP

These appointments have been made in accordance with the HOA's bylaws and governing documents, ensuring a smooth transition of responsibilities and continuity in the management of our community.

The newly appointed board members bring valuable skills, expertise, and a shared dedication to serving the best interests of our community. They will actively participate in board meetings, decision-making processes, and collaborate with existing board members and committees to fulfill their roles effectively.

We extend our appreciation to the resigning board members for their past contributions and commitment to the HOA. We wish them the best in their future endeavors and thank them for their service.

The HOA Board will continue to work diligently to uphold the vision, mission, and values of our community. We value your support, engagement, and feedback as we navigate this transition period.

For any inquiries or concerns, please feel free to reach out to the HOA Board at Board@Meadowcrestnampa.com or Northern Star HOA Management at office@NorthernStarHOA.com. We are here to address your questions and ensure open lines of communication with all homeowners.

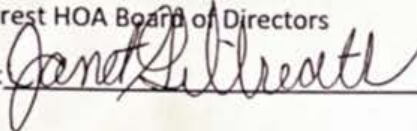
Thank you for your attention, and we appreciate your understanding and cooperation throughout this process.

Sincerely,

Janet Gilbreath

Secretary


Meadowcrest HOA Board of Directors

Signature:  Date: June 27, 2023

Ross Lamm

Treasurer

Meadowcrest HOA Board of Directors

Signature:  Date: June 27, 2023

cc: HOA Board of Directors

HOA Management Northern Star

HOA Records

EXHIBIT 10



Mike W <[REDACTED]>

Message from Meadowcrest Homeowners Association Inc - Dues Decreasing For 2023 - [#XN136778]

1 message

Northern Star Management <noreply@northernstarhoa.com>

Fri, Dec 16, 2022 at 7:26 PM

To: [REDACTED]

Please do not reply to this message.

Hello Meadowcrest Homeowners

I'm excited to announce that your Board of Directors voted this past week to DECREASE your Regular Annual Assessments. The treasurer (and entire board) was able to reduce the projected annual expenses to the Association for 2023 so this could happen. Way to go Board!

Northern Star mailed and emailed statements yesterday and there was a glitch in the process that pulled the old amount into the statements. We apologize for our error. We will be sending corrected statements on Monday reflecting the new amount as \$350. If you're scheduling your payment prior to receiving the new statement, please adjust your payment accordingly. Don't forget that you can log into the portal and set up an automatic ACH draft that will draft the correct amount on January 3rd.

We apologize for any inconvenience. Have a wonderful weekend!

Sincerely,

Northern Star Management on behalf of Meadowcrest Homeowners Association Inc
(208) 939-8489 | www.NorthernStarHOA.com

EXHIBIT 11

Vendor	GL Account	Reason	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total
Northern Star	80050-Contract Mgmt Services	HOA Management	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 11,400.00
American family Insurance	93001-Liability Insurance	Insurance	\$ 487												\$ 487.00
City of Nampa	92003-Irrigation Water	Water				\$ 1,793									\$ 1,792.87
Cutting Edge	84050-Landscape Contract	Common Area	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288	\$ 1,288	\$ 15,459.96
Idaho State Tax Commission	94001-Income Tax	Taxes				\$ 10									\$ 10.00
Idaho Power	92000-Common Area Electricity	Power for Common Area	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 255.36
Silver Bells	84150-Holiday Lighting	Lights at Entrance											\$ 1,690	\$ 1,690	\$ 3,379.28
Various	80125-Meetings	Quarterly Meetings			\$ 625			\$ 625			\$ 625			\$ 625	\$ 2,500.00
Zoom	80125-Meetings	Video Conference											\$ 113		\$ 113.00
CPA Practice	80170-CPA Services	Annual Taxes				\$ 250									\$ 250.00
Cutting Edge	83010-Landscape Repairs	Sprinkler Repairs								\$ 500					\$ 500.00
Total			\$ 2,746.61	\$ 2,259.61	\$ 2,884.61	\$ 4,312.48	\$ 2,259.61	\$ 2,884.61	\$ 2,259.61	\$ 2,759.61	\$ 2,884.61	\$ 2,259.61	\$ 4,062.25	\$ 4,574.25	\$ 36,147.47

Row Labels	Sum of Total
80050-Contract Mgmt Services	\$ 11,400.00
80125-Meetings	\$ 2,613.00
84050-Landscape Contract	\$ 15,459.96
84150-Holiday Lighting	\$ 3,379.28
92000-Common Area Electricity	\$ 255.36
92003-Irrigation Water	\$ 1,792.87
93001-Liability Insurance	\$ 487.00
94001-Income Tax	\$ 10.00
80170-CPA Services	\$ 250.00
83010-Landscape Repairs	\$ 500.00
Grand Total	\$ 36,147.47

Row Labels	Sum of Total
American family Insurance	\$ 487.00
City of Nampa	\$ 1,792.87
Cutting Edge	\$ 15,959.96
Idaho Power	\$ 255.36
Idaho State Tax Commission	\$ 10.00
Northern Star	\$ 11,400.00
Silver Bells	\$ 3,379.28
Various	\$ 2,500.00
Zoom	\$ 113.00
CPA Practice	\$ 250.00
Grand Total	\$ 36,147.47

Yearly Inflation		8%	3%	3%	3%	
Annual dues/Per Household	\$	350.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
Year		<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Annual Dues	\$	54,600.00	\$ 46,800.00	\$ 46,800.00	\$ 46,800.00	\$ 46,800.00
Yearly Expenses	\$	36,147.47	\$ 38,930.83	\$ 40,098.75	\$ 41,301.71	\$ 42,540.76
Net Income	\$	18,452.53	\$ 7,869.17	\$ 6,701.25	\$ 5,498.29	\$ 4,259.24
Beginning Balance Cash	\$	50,000	\$ 68,453	\$ 76,322	\$ 83,023	\$ 88,521
Revenue	\$	54,600	\$ 46,800	\$ 46,800	\$ 46,800	\$ 46,800
Expenses	\$	36,147	\$ 38,931	\$ 40,099	\$ 41,302	\$ 42,541
Ending Balance Cash	\$	68,453	\$ 76,322	\$ 83,023	\$ 88,521	\$ 92,780
Ending Cash/Next Years Exp.		1.8	1.9	2.0	2.1	2.1
CD Balance	\$	50,000.00	\$ 68,452.53	\$ 76,321.70	\$ 83,022.95	\$ 88,521.24
Interest Income	\$	2,166.89	\$ 2,966.58	\$ 3,307.61	\$ 3,598.03	\$ 3,836.31
Cash on hand w/Interest income	\$	70,619.42	\$ 79,382.19	\$ 86,459.13	\$ 92,262.61	\$ 96,772.72
Ending Cash/Next Years Exp.		1.8	2.0	2.1	2.2	2.2

EXHIBIT 12

Meadowcrest Homeowners Association Inc

Fiscal Year 2023 Annual Budget Comparison

	FY 2022 1/1/2022 - 12/31/2022		FY 2023 1/1/2023 - 9/30/2023		FY 2024 1/1/2024 ~
	Budget	Actual	Budget	Actual (YTD)	Proposed Budget
Operating Fund					
Income					
HOA Income					
62012 - HOA Assessments	63,600.00	61,110.88	55,650.00	55,650.00	55,650.00
63102 - Setup Fee	3,000.00	2,750.00	-	-	-
Total HOA Income	66,600.00	63,860.88	55,650.00	55,650.00	55,650.00
Total Income	66,600.00	63,860.88	55,650.00	55,650.00	55,650.00
Expense					
4900 - Reserve Contributions	-	-	-	-	10,000.00
Total	-	-	-	-	10,000.00
Administrative Expenses					
80010 - Mailers - Copies, Checks, Envelopes	650.00	2,261.91	-	553.50	1,000.00
80015 - Postage	400.00	20.06	-	255.90	-
80035 - Website	600.00	540.34	-	-	-
80050 - Contract Mgmt Services	13,356.00	14,764.00	11,400.00	8,550.00	13,320.00
80125 - Meetings	250.00	740.35	2,613.00	15.00	500.00
80145 - Legal Fees	750.00	4,135.75	-	10,476.92	1,000.00
80170 - CPA / Bookkeeping Services	275.00	300.00	250.00	150.00	250.00
Total Administrative Expenses	16,281.00	22,762.41	14,263.00	20,001.32	16,070.00
Insurance					
93000 - Property Insurance	400.00	362.00	-	-	-
93001 - Liability Insurance	309.00	-	487.00	381.00	750.00
93004 - Directors and Officers Insurance	175.00	125.00	-	125.00	-
Total Insurance	884.00	487.00	487.00	506.00	750.00
Landscaping & Grounds Maintenance					
84010 - Shrub Install	750.00	-	-	-	-
84020 - Tree Install	2,000.00	-	-	-	-
84030 - Tree Pruning	1,000.00	-	-	-	-
84040 - Tree Removal	2,000.00	-	-	-	-
84050 - Landscape Contract	15,460.00	16,949.96	15,459.96	5,793.02	15,500.00
84061 - Aeration	800.00	-	-	-	-
84070 - Weed Control	300.00	-	-	200.00	750.00

Meadowcrest Homeowners Association Inc

Fiscal Year 2023 Annual Budget Comparison

	FY 2022 1/1/2022 - 12/31/2022		FY 2023 1/1/2023 - 9/30/2023		FY 2024 1/1/2024 ~
	Budget	Actual	Budget	Actual (YTD)	Proposed Budget
Expense					
84080 - Common Area Improvements	-	2,375.00		1,455.00	7,000.00
84120 - Irrigation Repairs	2,500.00	1,135.70	500.00	147.00	500.00
84150 - Holiday Lighting	-	1,689.64	3,379.28	1,431.00	2,500.00
Total Landscaping & Grounds Maintenance	24,810.00	22,150.30	19,339.24	9,026.02	26,250.00
Repairs & Maintenance					
83010 - Landscape Repairs	5,000.00	-		-	
84051 - General Maintenance Contract	4,428.00	-		21.13	
89080 - Common Area Improvements	5,000.00	-	-	-	-
Total Repairs & Maintenance	14,428.00	-	-	21.13	-
Reserve					
91002 - Reserve Transfer	7,392.00	6,160.00	-	-	-
Total Reserve	7,392.00	6,160.00	-	-	-
Taxes					
94001 - Income Tax	20.00	-	10.00	10.00	10.00
94002 - Irrigation Tax	250.00	-	-	-	-
Total Taxes	270.00	-	10.00	10.00	10.00
Utility					
92000 - Common Area Electricity	500.00	224.72	255.36	193.76	300.00
92003 - Irrigation Water	2,035.00	1,792.87	1,792.87	1,324.41	1,800.00
Total Utility	2,535.00	2,017.59	2,048.23	1,518.17	2,100.00
Total Expense	66,600.00	53,577.30	36,147.47	31,082.64	55,180.00
Operating Fund Net Total	-	10,283.58	19,502.53	24,567.36	470.00
Net Total	-	10,283.58	19,502.53	24,567.36	470.00

EXHIBIT 13

Vendor	GL Account	Reason	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total
Northern Star	80010-Mailers - Copies, Checks, Envelopes	Mailers to Community				\$ 387									\$ 387.45
Northern Star	80015-Postage	Postage for Violations	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 32	\$ 379.80
Northern Star	80050-Contract Mgmt Services	HOA Management	\$ 1,110	\$ 1,110	\$ 1,110	\$ 1,110	\$ 1,110	\$ 1,110	\$ 1,110	\$ 1,110	\$ 1,110	\$ 1,110	\$ 1,110	\$ 1,110	\$ 13,320.00
Various	80125-Meetings	Quarterly Meetings			\$ 500			\$ 500			\$ 500			\$ 500	\$ 2,000.00
Zoom	80125-Meetings	Video Conference											\$ 150		\$ 149.90
Staples	80129-Signage	Community Signs (Permanent)		\$ 300											\$ 300.00
Legal Fees	80145-Legal Fees	Wrapping up AMI issue			\$ 3,000										\$ 3,000.00
Legal Fees	80145-Legal Fees	Court ordered AMI Fees			\$ 28,000										\$ 28,000.00
CPA Practice	80170-CPA Services	Annual Taxes				\$ 250									\$ 250.00
208 Goat	83010-Landscape Repairs	Sprinkler Repairs					\$ 200			\$ 200					\$ 400.00
208 Goat	84050-Landscape Contract	Common Area	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 1,292	\$ 15,500.04
208 Goat	84050-Landscape Contract	Tree Fertilizer				\$ 1,400									\$ 1,400.00
208 Goat	84070-Weed Control	Weed Control					\$ 100	\$ 100							\$ 200.00
Various	84080-Common Area Improvements	Trees					\$ 3,000								\$ 3,000.00
Silver Bells	84150-Holiday Lighting	Lights at Entrance												\$ 3,505	\$ 3,505.42
Idaho Power	92000-Common Area Electricity	Power for Common Area	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 263.80
American family Insurance	93001-Liability Insurance	Insurance			\$ 381										\$ 381.00
American family Insurance	93004-Directors and Officers Insurance	Insurance			\$ 130										\$ 130.00
Idaho State Tax Commission	94001-Income Tax	Taxes				\$ 10									\$ 10.00
City of Nampa	94002-Irrigation Tax	Water				\$ 1,391									\$ 1,391.00
Total			\$ 2,455.30	\$ 2,755.30	\$ 34,466.30	\$ 5,893.75	\$ 5,755.30	\$ 3,055.30	\$ 2,455.30	\$ 2,655.30	\$ 2,955.30	\$ 2,455.30	\$ 2,605.20	\$ 6,460.72	\$ 73,968.41

\$ 45,968.41

Row Labels	Sum of Total
80050-Contract Mgmt Services	\$ 13,320.00
80125-Meetings	\$ 2,149.90
84050-Landscape Contract	\$ 16,900.04
84150-Holiday Lighting	\$ 3,505.42
92000-Common Area Electricity	\$ 263.80
93001-Liability Insurance	\$ 381.00
94001-Income Tax	\$ 10.00
80170-CPA Services	\$ 250.00
83010-Landscape Repairs	\$ 400.00
80010-Mailers - Copies, Checks, Envelopes	\$ 387.45
80015-Postage	\$ 379.80
80129-Signage	\$ 300.00
80145-Legal Fees	\$ 31,000.00
84070-Weed Control	\$ 200.00
84080-Common Area Improvements	\$ 3,000.00
93004-Directors and Officers Insurance	\$ 130.00
94002-Irrigation Tax	\$ 1,391.00
Grand Total	\$ 73,968.41

Row Labels	Sum of Total
American family Insurance	\$ 511.00
City of Nampa	\$ 1,391.00
Idaho Power	\$ 263.80
Idaho State Tax Commission	\$ 10.00
Northern Star	\$ 14,087.25
Silver Bells	\$ 3,505.42
Various	\$ 5,000.00
Zoom	\$ 149.90
CPA Practice	\$ 250.00
Staples	\$ 300.00
Legal Fees	\$ 31,000.00
208 Goat	\$ 17,500.04
Grand Total	\$ 73,968.41

EXHIBIT 14

2018-052704

RECORDED

11/20/2018 04:03 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=49 SDUPUIS

\$154.00

TYPE: MISC

BOARDWALK ASSOCIATION

ELECTRONICALLY RECORDED

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MEADOWCREST SUBDIVISION**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MEADOWCREST SUBDIVISION
CANYON COUNTY, IDAHO**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOWCREST SUBDIVISION, ("Declaration") is made effective as of November 20, 2018, by Hayden Homes Idaho, LLC, an Idaho limited liability company ("Grantor"), with the consent of Brookfield Holdings (Hayden II) LLC, a Delaware limited liability company ("BCP"). All capitalized terms not otherwise defined in the text hereof are defined in Article 3.

ARTICLE 1 - RECITALS

The property subject to this Declaration includes, but is not limited to, the real property in Canyon County, Idaho legally described on Exhibit A attached hereto and made a part hereof by this reference (the "Property").

BCP is the owner of the Property. Grantor has the right to acquire the Property from BCP pursuant to that certain Option Agreement dated May 17, 2018 (the "Option Agreement"), entered into between BCP, as owner, and Grantor, as builder, as evidenced by that certain Memorandum of Option recorded in the official records of Canyon County, Idaho, as Document No. 2018-021298.

Grantor intends to develop the Property as a residential subdivision to be subdivided into lots (individually, a "Lot", and collectively, the "Lots") which residential subdivision shall be known as Meadowcrest Subdivision.

The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, to ensure a well-integrated, high-quality development, and to guarantee adequate maintenance of the Common Area(s), and the Improvements located thereon, in a cost-effective and administratively efficient manner.

ARTICLE 2 - DECLARATION

Grantor and BCP declare that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;

B. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor, Grantor's successors in interest, BCP's successor in interest, and each grantee or Owner, and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by BCP, by any Owner, or such Owner's successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales, or leasing, nor Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the City.

ARTICLE 3 - DEFINITIONS

"Architectural Committee." The committee created by the Grantor, with the consent of BCP, or the Association pursuant to Article 10 hereof.

"Articles." The Articles of Incorporation of the Association or other organizational or charter documents of an Association.

"Assessments." Shall mean those payments required of Class A Owners and Association Members (excluding BCP and Grantor) and include, but are not limited to, all Assessments (whether regular, start-up, special or limited), late charges, attorneys' fees, interest, and other charges set out in these CC&R's.

"Association." The Idaho profit or non-profit corporation, and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Meadowcrest Homeowners Association, Inc.," or any similar name, which fairly reflects its purpose.

"Association Rules." Those rules and regulations promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

"Board." The Board of Directors or other governing board or individual, if applicable, of an Association.

"Building Lot." One or more lots specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed. The term "Building Lot" shall not include any Common Area, any area dedicated to the public, or any Lots deeded to an irrigation entity for an irrigation pump facility.

“Bylaws.” The Bylaws of the Association.

“Common Area.” All real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and waterways. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights.

“Declaration.” This Declaration as it may be amended from time to time.

“Design Guidelines.” The construction guidelines approved by the Architectural Committee.

“Grantor.” Hayden Homes Idaho, LLC (“Hayden”), its successors and assigns, or any person or entity to whom all of Grantor’s rights reserved hereunder are assigned in accordance with the provisions hereof. The Grantor’s rights shall only be assigned by written, Recorded instrument expressly assigning those rights. So long as BCP owns any Lot or portion of the Property, or any annexable property, any assignment of the Grantor’s rights under this Declaration shall require the prior written consent of BCP. Any purported assignment without such consent shall be deemed void and of no force and effect. Notwithstanding the foregoing, if the Option Agreement is terminated prior to the purchase by Hayden from BCP of all of the Property as evidenced by the recording of a Notice of Termination of Option, BCP shall, upon recordation of a Notice of Acquisition of Grantor Rights, automatically become the Grantor under this Declaration, in which event all references to “Grantor” shall thereafter mean and refer only to BCP or its successors or assigns, and after which event Hayden (or its successors or assigns) shall no longer be the Grantor under this Declaration or be entitled to exercise any of the rights of Grantor; provided, however, that BCP shall not be liable to any Member or any other person for any act or omission of Grantor including, without limitation, Grantor’s failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by Grantor hereunder or as may otherwise be required by statute or at law, arising prior to the date BCP succeeds to Grantor’s rights hereunder, and BCP shall assume the obligations under this Declaration only for matters and obligations arising or to be performed from and after the date BCP succeeds to Grantor’s rights hereunder, and BCP is hereby released and discharged from any and all obligations under this Declaration accruing prior to the date BCP succeeds to Grantor’s rights hereunder.

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

“Landscape Easements.” Any portion of a Building Lot located within the landscape easements designated on the Plat or in a Supplemental Declaration. This Landscape Easement is in addition to the general landscape easement described in Section 12.7 of this Declaration.

“Limited Assessment.” A charge against a particular Owner and such Owner’s Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including, without limitation, damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner’s Building Lot in proper repair, including interest thereon as provided in this Declaration or a Supplemental Declaration or for any goods or services provided by the Association benefiting less than all Owners.

“Member.” Each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

“Owner.” The person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

“Meadowcrest Subdivision.” Shall mean the Property.

“Person.” Any individual, partnership, corporation, or other legal entity.

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

“Property.” The real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise. The Property also may include, at Grantor’s sole discretion, but subject to the consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, such additional property in addition to that described in Exhibit A as may be annexed by means of Supplemental Declaration as provided herein.

“Regular Assessment.” The portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of an Association which is to be levied against the Building Lot of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

“Special Assessment.” The portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

“Start-up Assessment.” Shall mean that initial fee payable to start-up the Association and related activities. This one time start-up fee is assessed against the buyer of each Lot upon the first purchase of each lot other than by Grantor.

“Supplemental Declaration.” Any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property, which shall have been consented to by BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property. Any purported Supplemental Declaration without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by BCP and recorded..

“Transfer Special Assessment.” Shall mean that transfer fee assessed against each Lot transferred, to be paid to the Association on each transfer of legal title and recording of a deed to a Lot in this subdivision other than any transfer by BCP.

ARTICLE 4 - GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally

. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for one or two-story single-family residential purposes. No Building Lot shall be improved except with a single- family dwelling unit or structure. The minimum structure size in Meadowcrest Subdivision shall be 1148 square feet, exclusive of eaves, steps, open porches and garages. Specific categories of restrictions are reflected on Exhibit B attached hereto. This criteria shall apply to every house on every lot. In addition, and in accordance with the existing Development Agreement, the following building restrictions apply and shall be upheld:

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved architectural shingles roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size, and height restrictions.

4.1.3 Exterior Appearance. Exterior colors of earth tones are encouraged for the body of the house. Approval of exterior colors and front exposure design must be obtained from the Architectural Control Committee.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the applicable Architectural Committee. Garages, storage sheds attached to the residential structure, patio covers, and detached patio covers, shall be constructed of, and roofed with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than ten (10) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, pools, tennis courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other property in the vicinity of the Building Lot or offensive or detrimental to the occupants of such other property. Portable basketball hoops are allowed in front yard.

4.1.5 Driveways. All access driveways shall have a wearing surface approved by the Architectural Committee of concrete or other hard surface materials, and shall be properly graded to assure proper drainage.

4.1.6 Cluster Mailboxes. Grantor may install cluster mailboxes. The Association shall maintain the exterior of these cluster boxes. However, the individual owner is responsible for the lock, key and door portion of their box, including any replacements of these items. The Association shall maintain all the parcel lockers for packages.

4.1.7 Roofs. Roofs must be of at least 5/12 pitch. No gravel roofs are allowed. Roofing material shall be 25-year black architectural roof shingles.

4.2 Fencing. Fence designs shall not extend into any common green space within the subdivision. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that of other fencing constructed adjacent to or abutting Common Areas, public and private streets, and must be approved by the Architectural Committee. Fencing shall not extend higher than six (6) feet above the finished grade surface of the Building Lot or extend past the front setback of the home. All fencing must meet the setback requirements of City ordinance. Certain entryway, corner and view Building Lots as more particularly set forth in this Declaration are restricted from fencing. Fencing will be constructed of 6' tan vinyl only.

4.2.1 Subdivision Perimeter Fences. Grantor may construct a perimeter fence around portions of the exterior of this subdivision property (except for entrance or exit roadways or waterway crossings). After Grantor has transferred title to any Lot which contains a portion of this perimeter fence, it shall be the responsibility thereafter of the Owner of that Lot to maintain, repair and/or replace as needed that portion of the perimeter fence on that Owner's Lot

UNLESS the Association has elected to maintain that fence. The maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious. None of these fences may be removed and no additional Owner fence may be constructed adjacent to and parallel any of these fences unless approval thereof is obtained from the Association and the governmental authority having jurisdiction of this subdivision. No gates may be constructed in any of these fences by any Owner.

4.2.2 Other Owner Fences. Other Owner fences are not required. If a fence is desired, plans for it shall be approved by the ACC (Architectural Control Committee) prior to construction. Fences shall be of good quality and workmanship and shall be properly finished and maintained and comply with all governmental Ordinances. No fence shall be constructed on any Lot closer to the front Lot line than the front edge of the dwelling. For corner Lots, the fence shall be at least ten (10) feet from the side lot line adjacent to the street, or as allowed by City Ordinances then in effect, whichever is greater. Chain Link fences are not allowed except along ditches or water retention areas. No Owner fence shall be constructed alongside of any other fence constructed in any Common areas or Perimeter Fence. Any fence in view from public right-of-way will be constructed of 6'tan vinyl fence.

4.3 Lighting. Any street lights installed by Grantor shall be maintained and operated by the Association as a Common Area expense until such time as the City of Nampa or other governmental agency assumes the maintenance and operation of such street lights. Maintenance and operation shall include all repairs and costs of power.

4.4 Antennae

. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be screened by a fence, landscaping or similar structures in accordance with the Architectural Committee guidelines, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance or use of the antennae, or preclude the reception of an acceptable quality signal. No antennae may be installed prior to construction of a residential improvement upon a Building Lot.

4.5 Insurance Rates

. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.6 No Further Subdivision

. No Building Lot may be further subdivided, nor may any easement or other interest therein, unless such subdivision complies with all applicable laws.

4.7 Signs

. No sign of any kind shall be displayed for public view without the approval of the applicable Architectural Committee or Association, and the City if otherwise so required, except:

A. such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots;

B. such signs identifying Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area; and,

C. one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease

All signage, including signage for the exceptions listed in (A)-(C), must be done in accordance with the Subdivision signage format. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

4.8 Nuisances

. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the City Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.9 Trade or Business. Trade or business may be conducted in or from any Building Lot by an Owner or Occupant so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the dwelling on the Building Lot; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve persons coming onto the Building Lot who do not own or occupy the Building Lot; (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and the business activity does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board.

4.10 Exterior Maintenance: Owner's Obligations

. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 8 of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.11 Lot Grading and Drainage. It shall be the affirmative duty of each Owner and that Owner's builders and contractors to employ and utilize their own geo-tech and/or engineer to ascertain and verify: A) the exact location of all utilities, irrigation facilities, property pins and the like prior to construction, and B) to construct the proper elevations and perform the grading as required by governmental agencies having jurisdiction over this subdivision. All Lots and property shall be properly graded at the time of construction of the building (and such grading shall be maintained thereafter) so that: A) the Lot or property will drain sufficiently away from the foundation with a proper slope to keep water out of the crawl space of the home; B) drainage will be directed to the rear and front yards and not to the adjacent Building Lots or adjacent properties; and, C) grading and drainage shall comply with all local building code requirements or governmentally approved drainage design plans for this Subdivision.

After the Certification of Occupancy has been issued and the Final Walk-thru has been completed, each Owner accepts all of the risk and liability relating to the building and the grading, drainage and elevations on the Lot and agrees to indemnify and hold the Grantor harmless from any and all future claims relating thereto.

Each Owner by beginning construction on any Lot agrees that such Owner has inspected the Lot and accepts the condition thereof including the grade, drainage and elevations of the Lot and the locations of utility boxes and other facilities. After construction has commenced on the Lot, Grantor shall have no further obligation to grade or otherwise alter the Lot.

4.12 Water Supply Systems

. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board of the Association and all governmental authorities having jurisdiction. Grantor or affiliates of Grantor may use the water supply as deemed necessary for temporary or other irrigation purposes.

4.13 No Hazardous Activities

. No activities shall be conducted on the Property, and improvements constructed on any property, which are or might be unsafe or hazardous to any person or property.

4.14 Unsightly Articles

. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the applicable Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to other property, and no equipment, treat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.15 No Temporary Structures

. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established for the Property.

4.16 No Unscreened Boats, Campers, and Other Vehicles

. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property for longer than 72 Hours (Seventy-Two) (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed by privacy vinyl fencing or other screening by a structure concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.17 Sewage Disposal Systems

. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Meridian City Sewer System and pay all charges assessed therefor.

4.18 No Mining or Drilling

. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph 4.18 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.19 Energy Devices Outside

. No energy production devices, including, but not limited to, generators of any kind shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph 4.19 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure. Solar roof panels are okay upon approval by the Architectural Committee.

4.20 Vehicles

. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Lake Lowell Subdivision. No on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in front or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway unless such vehicle is engaged in an emergency procedure.

4.21 Animals/Pets

. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph 4.21 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets, which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Lake Lowell Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Such owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. No dog or cat shall be allowed in any Waterway, if such Waterway exists. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition.

4.22 Landscaping

. The Owner of any Building Lot shall landscape such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the Architectural Committee. All landscaping shall be planted within thirty (30) days after said dwelling structure

is completed, weather permitting. The initial front landscaping shall include as a minimum, sod and sprinklers, and include two (2) deciduous trees of at least two inch (2") caliper in the front yard. Front landscaping must also include at least five (5) - five (5) gallon shrubs and five (5) - two (2) gallon shrubs. Corner homesites to include street side sod, sprinklers, fencing and two (2) additional two-inch (2") caliper trees. If Grantor or an affiliate of Grantor constructs the dwelling structure, only the front and side yards of the Building Lot is required to be landscaped within thirty (30) days of substantial completion of the dwelling structure. At no time will the Grantor or an affiliate of the Grantor, be responsible for landscaping and sprinkler system of the back yard. The Owner is then responsible for completing the balance of the Building Lot landscaping within ninety (90) days after the Building Lot is conveyed to the first Owner of the Building Lot. Additionally, Grantor may grant extensions of the landscaping deadlines to any party for up to ninety (90) days. Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. All landscaped Common Areas other than riparian vegetation shall be irrigated by an underground sprinkler system.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot.

4.23 Exemption of Grantor

. Nothing contained herein shall limit the right of Grantor, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices for lots and homes within the Development. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an

affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor but shall be required to obtain the approval of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property.

4.24 Conveyances to and from Municipalities

The Board shall have the power to convey any portion of the Common Area in Meadowcrest Subdivision to the City, the County of Canyon, the State of Idaho, the United States of America, or any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

4.25 Water

4.25.1 Water Rights. Each party accepting and recording a deed to any property in this Subdivision or occupying any property in this Subdivision acknowledges and understands and agrees to the following: a) that such property is in an Irrigation District, including but not limited to Nampa Meridian Irrigation District (hereinafter "District"); b) that the water in District has not been transferred from this property; c) that each Owner of any Lot is subject to all water assessments levied by District, or other water supplier and/or the Association; d) that each Lot Owner shall be responsible to pay levies attributable to that Lot by District, or other water supplier and/or the Association; e) that all water assessments are a lien upon the Lot. Each Owner or occupant of any Lot in this Subdivision specifically releases and waives any and all claims of any kind against Grantor, BCP, their respective agents, employees, officers and directors relating to irrigation water, the quality of the irrigation water or the quantity of irrigation water.

4.25.2 Irrigation District Agreements. The Lots in this Subdivision shall be subject to any existing or future recorded agreements or license agreements with District regarding this Subdivision, or regarding any irrigation easements, licenses or encroachment agreements.

4.25.3 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through the District via a pressurized urban irrigation system (PUIS). This system shall be owned, maintained and operated by the Association or the District with all operation and maintenance costs paid by the Lot Owners equally. Each individual Lot will have a control valve on the pressurized irrigation system to allow irrigation water onto that individual Lot, and this valve shall be maintained by the Owner of that Lot.

Each Lot Owner shall be responsible for his own irrigation system on his own Lot downstream from the control valve (e.g. filters, screens, sprinkler lines and sprinkler heads). Each Owner shall install a sufficient sand screen or similar filter set up to keep sand and other irrigation ditch debris out of the Owner's irrigation system. Each Owner shall clean and maintain their own screens and filter systems. Any Owner damaging the main PUIS system shall be responsible for all of the costs of that damage.

4.25.4 Water Costs. All irrigation water costs (including water costs for all Common Area Lots) shall be paid by the Lot Owners either from individual assessments against each Lot by District or other water suppliers; or, if the water supplier provides billing to the Association, then the water costs shall be paid as part of the Association's assessments to Lot Owners. Each Lot Owner shall pay his or her share of all the commonly billed water costs regardless of actual water used. Each Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water.

4.25.5 Water Unreliable. The area of the country where this Subdivision is located is desert. Irrigation water is not always reliable and the water is not unlimited. Irrigation water may not be available due to drought, harsh weather conditions, government actions, system breakdowns, transmission failures, overuse by Lot Owners or any other causes. [As one example; in 1977, a drought year, some irrigation ditches ceased carrying any water in July of that year.]

4.25.6 Rotation. No Lot in this Subdivision shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from the PUIS. Nor is any Lot guaranteed enough water from the PUIS to irrigate all of the landscaping on the Lot. Each Lot shall be subject to, and each Lot Owner by accepting a deed to a Lot in this Subdivision agrees to be bound by and to comply with, any rules or regulations for these and rotation of irrigation water between the Lots as set out by the Association, or by District. The Board or the District may establish another water rotation schedule for all Lots and Common Areas in this Subdivision and other general rules for the times and use of irrigation water. All Lot Owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedules or rules, following notice from the Board, or the District, may result in suspension of the right to use irrigation water.

4.25.7 No Liability. Neither District, nor the Grantor nor BCP (or any members, employees, agents, officers or director thereof), shall have any liability **OF ANY KIND** to any Lot Owner, tenant, Association, member of the Association or any others for any losses or damages relating in any respect to the irrigation system, or irrigation water, or the lack thereof, including but not limited to damages to, or loss of lawns, landscaping, trees, shrubs, gardens or the like caused by the lack of or shortage of irrigation water. Each Owner accepts the risk of loss or damage due to the unavailability, shortage or lack of irrigation water. Each Lot Owner, by accepting a deed to the property, and each tenant or occupant, by occupying the premises, specifically waives any and all claims of any kind against the Association, District and Grantor, BCP, their agents, employees, officers, Directors, Members and/or shareholders for any loss or damage relating in any respect to the water, or the supply of water.

4.25.8 Extended Season Water. Extended season irrigation water, (potable City water which may be provided before or after the normal irrigation season or to supplement the irrigation water) for the Common areas shall be assessed and paid for equally as other water costs. **NOTE:** There is no extended season irrigation water for any individual Building Lots provided or planned for in this Subdivision except for some City water has been planned for use in certain of the Common Areas. In the event that the irrigation water no longer flows in the irrigation ditches for irrigation water then it shall be the sole responsibility and duty of each Owner to self-irrigate in that non-irrigation part of the season using the Owner's own potable City water supply.

. Any owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "Commence the construction," as used in this paragraph 4.27, shall require actual physical construction activities upon such dwelling structure upon such Building Lot. In the event such Owner shall fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Grantor may, at Grantor's option, following the expiration of said one (1) year period, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Grantor, less any amount equivalent to ten (10) percent thereof. In the event Grantor shall exercise Grantor's option to repurchase such Building Lot, upon tender of said repurchase price, Owner or the then Owner of such Building Lot shall make, execute, and deliver to Grantor a deed reconveying said Building Lot, free and clear of all liens, which deed shall be binding upon all persons who may, at any time hereafter, own or claim any right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law.

4.28 Laws; Ordinances. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of these CC&R's unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

ARTICLE 5 - MEADOWCREST HOMEOWNERS' ASSOCIATION

5.1 Organization of Meadowcrest Homeowners' Association

. Meadowcrest Homeowners' Association ("Association") shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision.

5.2 Membership

. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner, except Grantor, shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Building Lot, or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting

. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor, for so long as Grantor is the Class B Member, shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote. Upon termination of the Class B Member, Grantor shall become a Class A Member.

5.3.2 Class B Member. The Grantor shall be known as the Class B Member, and shall be entitled to One Hundred (100) votes for each Building Lot Grantor owns or has the right to acquire pursuant to the Option Agreement. The Class B Member shall cease to be a voting Member and lose Class B Member status upon the first to occur of the following: (i) the Grantor releases Class B rights in writing; (ii) neither the Grantor nor BCP owns any Building Lots; or (iii) twenty five (25) years pass from the date on which the first Building Lot is sold to an Owner other than Grantor. Notwithstanding the foregoing, as long as His the Grantor and as long as BCP owns any Lot or other portion of the Property or any annexable property, Grantor may not, without the prior written consent of BCP, elect to release the Class B rights or convert the Class B Memberships to Class A Memberships.

Fractional votes shall not be allowed. If the Owner of a Building Lot shall be more than one (1) Person, all such Persons shall be deemed Members, but the voting rights in the Association attributable to that Building Lot may not be split and shall be exercised by one representative selected by such Persons as they, among themselves, may determine. In the event that such joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers

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

5.5 Grantor's Right of Appointment

. At any time, and from time to time, prior to the termination of the Class B Member, Grantor shall have the exclusive right to appoint and remove all members of the Board.

5.6 Power and Duties of the Association.

5.6.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets (including water rights when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

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

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

5.6.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon the termination of the Class B Member.

5.6.1.4 Association Rules. The power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

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

5.6.1.6 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party (including, but not limited to CHD #4 who shall have the right at all times) such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.6.1.6.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services, public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

5.6.1.6.2 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

The right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are being as of the date hereof.

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

5.6.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area and Landscape Easement areas (as defined in Section 3), including the repair and replacement of property damaged or destroyed by casualty loss. Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, for temporary or permanent use by Members of the Association. Such properties may include those lands intended for open space uses and which may be referred to as

“non-buildable” lots per the Plat. Additionally, the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing in the Subdivision.

5.6.2.2 Maintenance of Berms Retaining Walls and Fences. Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area and Landscape Easement areas.

5.6.2.3 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Property, the Association, and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.6.2.4 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Property all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property.

5.6.2.5 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, the following policies of insurance:

5.6.2.5.1 Fire insurance, including those risks embraced by coverage of the type known as the broad form “All Risk” or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area.

5.6.2.5.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, BCP, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as follows:

Not less than One Million Dollars and No Cents (\$1,000,000.00) per person, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.

Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

5.6.2.5.3 Such other insurance, including motor vehicle insurance and Workmen's Compensation Insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.6.2.5.4 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

5.6.2.5.5 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

5.6.2.6 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.

5.6.2.7 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

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

5.6.2.9 Private Streets, Signs, and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City of Nampa consents to such waiver.

5.7 Personal Liability

. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or BCP, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Grantor, BCP, the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, BCP, or the Architectural Committee, or any other committee, or any owner of the Association, or the Grantor or BCP, provided that such person,

upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.8 Budgets and Financial Statements

. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.8.1 A pro forma operating statement or budget, for each fiscal year may be requested in writing not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable.

5.8.2 Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and available for delivery upon written request to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for the last fiscal year.

5.9 Meetings of Association

. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws.

ARTICLE 6 - RIGHTS TO COMMON AREAS

6.1 Use of Common Area

. Every Owner shall have a right to use each parcel of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments for the maintenance, repair, management and operation of improvements on the Common Area;

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid and,

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas which interfere with the intended use of such areas as private street, cul-de-sacs and walkways.

6.1.5 The right of the Association to protect wildlife habitat.

6.2 Designation of Common Area

. Grantor shall designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property,.

6.2.1 Common area lots are identified on the recorded plat and have all right and uses outlined in Article 6 of this document.

6.3 Delegation of Right to Use

. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building lot. Only Grantor or the Association, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property,.

6.4 Damages

. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE 7 - ASSESSMENTS

7.1 Covenant to Pay Assessments

. By acceptance of a deed to any portion of the Property, each Owner, other than Grantor and BCP, of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and

charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Notwithstanding anything herein to the contrary, as long as the Option Agreement is in effect, all Assessments levied against Lots or any other portion of the Property owned by BCP which remain subject to the Option Agreement shall be the responsibility of and payable by Hayden.

7.1.1 Assessment Constitutes Lien. Such Assessments and Charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

7.2 Regular Assessments

. All Owners, excluding BCP and the Grantor, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot to an Owner other than Grantor occurred in Property for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly,

semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except BCP or Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots included on the Property attributable to the Owner by the total number of Building Lots.

7.3 Start-up Development Assessment. Upon the acquisition of record title to a Building Lot by the first Owner thereof other than BCP or Grantor and the initial builder of a residential structure on any such Building Lot, such first Owner shall pay to Association, at the closing of the transfer of the Building Lot from Grantor to such first Owner, an initial start-up fee equal to Two Hundred Fifty and No/100 Dollars (\$250.00). This fee shall be a one-time initial start-up fee, and shall not be prorated for any time left in the calendar year following closing. This start-up fee shall be paid in full regardless of the time of year of the closing and is in addition to the prorated Regular Assessment referenced herein. From this start-up fee, Association shall pay all of the initial attorney fees, accounting fees, recording fees and filing fees relating to the creation of this Declaration and the Association, and the filing and recording thereof. Association may, in Association's sole discretion, use any remainder of the start-up fees for the general maintenance requirements of the improvement located on the Common Area, or for any other purposes or uses of any kind in connection with Meadowcrest.

7.4 Transfer Special Assessment. Upon each transfer of any Building Lot and the recording of the deed in connection with such transfer, each buyer other than BCP or Grantor (which buyer shall be an Owner upon recordation of the deed) at closing shall pay to the Association a Special Transfer Assessment of Two Hundred and Fifty and No/100 Dollars (\$250.00) which shall be used for general Association purposes. Specifically exempt from paying the Transfer Special Assessment are: (a) the initial builder of a residential structure on any such Building Lot; and (b) the first Owner other than BCP or Grantor and the initial builder.

7.5 Special Assessments.

7.5.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.5.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

7.6 Limited Assessments

. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Common Area into compliance with the provisions of the governing instruments for the Property, or for otherwise providing any goods or services benefiting less than all Members or such Members' Building Lots.

7.7 Uniform Rate of Assessment

. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.8 Assessment Period

. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

7.9 Notice and Assessment Due Date

. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment of Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge of twenty five dollars (\$25.00) In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by an Association. An Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owners Building Lot.

7.10 Estoppel Certificate

. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under

the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 7.10 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

7.11 Special Notice and Quorum Requirements

. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot in the applicable Tract, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE 8 - ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce

. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the Canyon County Recorder.

Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Canyon County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure

. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice

. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Canyon County Recorder.

8.5 Subordination to Certain Trust Deeds

. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 8.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such

sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees

. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE 9 - INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection

. The membership register, books of account and minutes of meetings of the Board and committee of an Association shall be made available for inspection and copying by Member at members sole expense at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person, except Grantor, shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records

. The Board shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article 9.

9.3 Director's Rights of Inspection

. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE 10 - ARCHITECTURAL COMMITTEE

10.1 Creation

. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Architectural Committee

("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Grantor's Right of Appointment

. At any time, and from time to time, prior to the termination of the Class B Member, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction

. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans

previously approved by the Architectural Committee, fees may be reduced for such application approvals. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article 10 shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.4 Meetings of the Architectural Committee

. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals

. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members

. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.7 Inspection of Work

. Inspection of work and correction of defects therein shall proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Article 10, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members

. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantor for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural

designs, placement of building, 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.

10.9 Variances

. The Architectural Committee may, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the county Recorder of Canyon County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

10.10 Grantor's Exemption

. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the Architectural Committee but shall require the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property,.

ARTICLE 11 - ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor

. Grantor intends to develop the Property and other properties and may, in Grantor's sole discretion, but subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, deem it desirable to annex some or all of such properties to the Property covered by this Declaration. Property and/or Future Phase(s) may be annexed to the Property and brought within the provisions of this Declaration as provided herein by Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner or Association, but subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property,. The use and development of such Property and/or Future Phase(s) shall conform to all applicable land use regulations; as such regulations are modified by variances.

11.2 By Association

. Following the termination of the Class B Member, Property and/or Future Phase(s) may be created, subject to the same conditions, by the Association upon the exercise by Members of at least two-thirds percent (2/3%) of the votes of the Association.

11.3 Rights and Obligations of Owners of Annexed Property

. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any property or future phases, all provisions contained in the Declaration shall apply to the property in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such property or future phases shall be treated for all purposes as the Property originally described under the provisions of the Declaration. The Owners of lots located in the property or future phases shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within said property or future phases shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such property.

11.4 Method of Annexation

. The addition of property or future phases to the Property authorized under Sections 11.4 and 11.5 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the future phase(s), which shall be executed by Grantor, BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, or the Owner thereof and which shall annex such property to the Property. Thereupon each future phase shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association established for the area encompassing such property. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, be deemed by Grantor or the Owner thereof desirable to reflect the different character, if any, of the property, or as Grantor or such Owner may, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, deem appropriate in the development of the property into future phase(s). If any future phase is created, the Association shall have the authority to levy Assessments against the Owners located within such phase, and the Association shall have the duty to maintain additional Common Area located within the phase if so specified in any Supplemental Declaration.

11.5 De-annexation

. Grantor may, subject to the prior written consent of BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, delete all or a portion of the Property, including previously annexed phases, from the Property and from coverage of this

Declaration and the jurisdiction of the Association so long as Grantor is the owner of all such phases and provided that a Supplemental Declaration of Deletion of Property is recorded in the Office of the Canyon County Recorder in the same manner as a Supplemental Declaration of annexation. Members other than Grantor as described above, shall not be entitled to de-annex all or any portion of a property or future phases except on the favorable vote of seventy-five percent (75%) of all members of the Association and written approval of Grantor so long as Grantor owns any portion of the Property and BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property,.

ARTICLE 12 - EASEMENTS

12.1 Easements of Encroachment

. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 12.1

12.2 Easements of Access

. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways. Such easements shall run with the land, and may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot of Common Area.

12.3 Drainage and Utility Easements

. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property and/or a

Tract, as appropriate, to the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser.

12.3.1 Improvement of Drainage and Utility Easement Areas. The owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner of such Building Lot and the Grantor, Association or designated entity with regard to the Landscaping Easement described in this Article 12, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association and/or the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements

. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

12.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

12.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

12.5 Driveway Easements

. Whenever a driveway is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served by such driveway, or whenever a driveway is installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace, or maintain such driveway.

12.6 Disputes as to Sharing of Costs

. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Landscape Easement

. An easement is hereby reserved to each appropriate Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

12.8 Overhang Easement

. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes.

12.9 Maintenance and Use Easement Between Walls and Lot Lines

. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements

. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall

Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Sewer Covenants and Restrictions

. All Building Lots within the Property shall be subject to and restricted by the following covenants and restrictions:

12.11.1 A monthly sewer charge must be paid after connecting to the City of Nampa sewer system, according to the ordinances and laws of City of Nampa.

12.11.2 The Owner of the Building Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected to the City's sewage system.

12.11.3 The Grantor shall have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

12.12 Specific Landscape Easement

. Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

ARTICLE 13 - MISCELLANEOUS

13.1 Term

. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2028, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and BCP for so long as BCP owns any Lot or other portion of the Property or any annexable property, and such written instrument is recorded with the Canyon County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Nampa and Canyon County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

13.2 Amendment.

13.2.1 By Grantor. Except as provided in paragraph 13.3 below, until the recordation of the first deed to Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or

terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract. So long as BCP owns any Lot or other portion of the Property or any annexable property, *if applicable*, any amendment to this Declaration shall require the prior written approval of BCP. Any purported amendment without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by BCP and recorded.

13.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article 13, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Canyon County Recorder. Any amendment to this Article 13 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

13.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners 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 the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

13.3 Notices

Any notices permitted or required to be delivered as provided herein shall be in writing and it may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 13.3.

13.4 Enforcement and Non-Waiver.

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

13.4.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, BCP, the Association or any Owner of Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, BCP, the Association, the Board, or a duly authorized

agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

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

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

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

13.5 Interpretation

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

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

13.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

13.6 Successors and Assigns

. All references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

13.7 Limitation on Rights as Grantor. Notwithstanding any other provision contained in this Declaration, as long as Hayden is the Grantor, Hayden shall not, without the prior written consent of BCP, have the right to exercise any of the "Grantor" rights under this

Declaration in any manner which will have a material or adverse impact on the Lots or other portion of the Property or any annexable property owned by BCP.

13.8 Termination of Option Agreement. Notwithstanding any other provision of this Declaration, Hayden and BCP acknowledge that, upon recordation of a termination of the Option Agreement, the Option Agreement, for purposes of this Declaration, shall be deemed terminated and shall no longer be in force or have any effect hereunder.

13.9 So long as BCP owns any Lot or other portion of the Property or any annexable property, BCP shall have the right to enforce any of the provisions of this Declaration, the Articles and the Bylaws that are intended to be for the benefit of BCP.

13.10 None of the provisions of this Declaration shall obligate or be construed to obligate Grantor, or BCP, or their respective agents, representatives or employees, to undertake any affirmative action to enforce the provisions of this Declaration, any Supplemental Declaration or any provision hereof or thereof, or to undertake any remedial or corrective action with respect to any actual or asserted violation hereof or thereof.

ARTICLE 14 – City of Nampa Public Works Department REQUIREMENTS FOR STORM WATER FACILITIES

Operation and maintenance of the storm facilities at Meadowcrest shall be governed by these recorded CC&R's, which may **only** be modified at the direction of the Board of the HOA, **with written approval by City of Nampa Public Works Department.**

14.1 General Requirements

a) City of Nampa Storm Water Drainage System

Lots 12-15 and a portion of Lot 11, Block 1 of Meadowcrest Subdivision Phase 1 are servient to and contain the City of Nampa Public Works Department storm water drainage system. These lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded as Instrument No. 10953259, and First Amended Master Perpetual Storm Water Drainage Easement Recorded on November 10, 2015, as Instrument No. 2015-103256 official records of Canyon County and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to City of Nampa pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

b) Drainage

There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for property drainage and is first approved in writing by the Architectural Committee and City of Nampa. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed, or that drainage which is shown on any plans approved by Architectural Committee and/or City of Nampa, which may include drainage from Common Areas or any Building Lot in the Property.

14.2 Light Duty Maintenance Responsibilities

It will be the responsibility of the Meadowcrest HOA & property owners to maintain landscape areas within the right-of-way easements including:

- a) Care for grass within the public right-of-way and storm drainage easements during the growing season. Grass should be cut per the landscaper's recommendation to provide adequate cover of the roots and reduce the effects of evaporation.
- b) Keep shrubs and trees pruned or trimmed as needed to reduce overgrowth.
- c) Maintain and repair the pressurized irrigation system on an annual basis to ensure the proper irrigation of vegetation in planted areas. Irrigation system shall be drained prior to the winter months to reduce damage caused by freezing.
- d) Clean trash and debris within the subdivision as needed.
- e) Remove sediment accumulation from sand infiltration areas; rake the sand bottom of the forebay and primary pond for positive drainage on a quarterly basis.
- f) Inspect pond bank on monthly basis for erosion and rodent holes and repair as necessary.

14.3 Restrictive Covenants include:

- a) Article 5, Section 5.6.1.6 – Licenses, Easements and Rights-of-Way. Access and Maintenance.
- b) Article 14 states approval is required in writing from both the HOA Board and City of Nampa for any proposed changes.
- c) It will be the responsibility of City of Nampa Public Works Department and the Meadowcrest HOA to maintain and repair the storm drainage system components per the O&M Manual within the public right-of-way and easements shown on the Meadowcrest Final Plat. City of Nampa shall have the right to maintain and repair the storm water drainage system including, but not limited to, the curb and gutter, inlets, pipes, sand and grease trap, infiltration basin, and borrow ditch. City of Nampa shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs

- d) The District can assess the costs of any required maintenance to the property within the development, including the use of liens and/or assessment of maintenance costs against real property within the development.

IN WITNESS WHEREOF, the Grantor has executed this Declaration effective as of the date first set forth above.

Hayden Homes Idaho

By: David Woods
Name: David Woods
Its: Controller

ACKNOWLEDGMENT

STATE OF ~~NEW~~ OREGON)

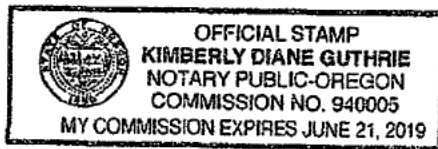
: ss.

County of Deschutes

On the 19 day of November, 2018, before me, the undersigned Notary Public, personally appeared David Woods, known or identified to me to be the ~~President~~ controller of Hayden Homes LLC, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Kimberly D. Guthrie
Notary Public for Oregon
Residing at Deschutes
Commission Expires: 6.21.2019



CONSENT OF PROPERTY OWNER

The undersigned, BCP, as the owner of the real property described on Exhibit "A" attached hereto, hereby consents to the foregoing Declaration.

Brookfield Holdings (Hayden II) LLC

By: [Signature]
Name: Andrew Brausa
Its: SVP

ACKNOWLEDGMENT

STATE OF NEW YORK)
County of New York) ss.

On the 15th day of November, 2018, before me, the undersigned Notary Public, personally appeared Andrew Brausa, known or identified to me to be the SVP of Brookfield Holdings (Hayden II) LLC, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

[Signature]
Notary Public for New York
Residing at _____
Commission Expires: _____

BRIAN B KO
Notary Public-State of New York
No. 01K06371841
Qualified in New York County
Commission Expires 03/05/2022



EXHIBIT A

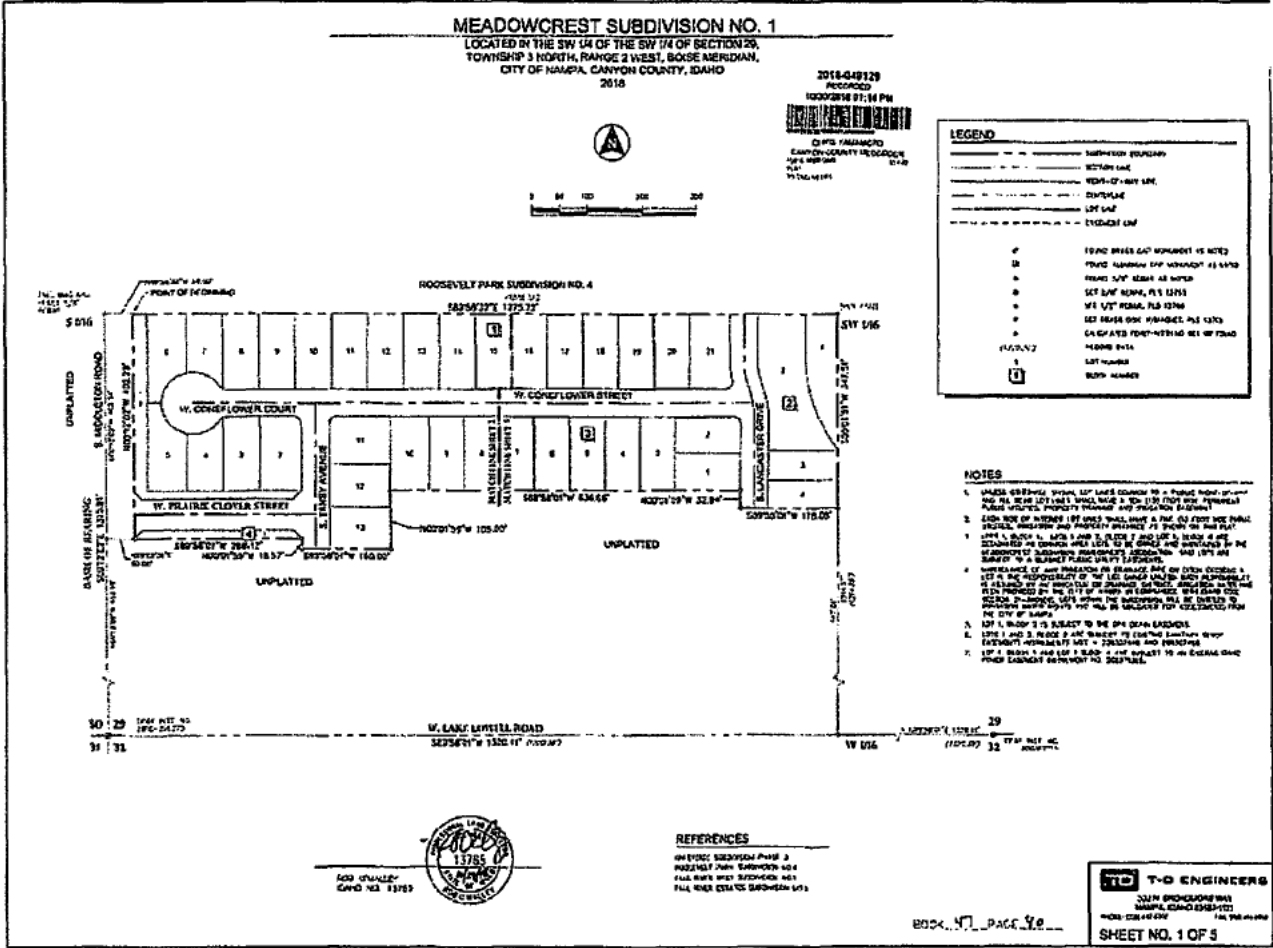


EXHIBIT B

Meadowcrest Subdivision ACC Guidelines	
Description	Requirements
Minimum Square Footage	1148 sq. ft. minimum on all houses
Landscape Requirements	Landscape in front, side and back
Landscape Plan	Must have approval from ACC
Sprinkler Systems	Full sprinklers in front and back
Exterior Appearance	Must have approval from ACC
Roofs	All roofs must have a pitch of at least 5/12. Roofing material must be at least 25 year black architectural shingles.
Shops, Garages, Sheds	Requires prior approval from ACC
Recreational Vehicles	Enclosed by privacy vinyl fencing or other screening by a structure concealing them from view in a manner approved by the ACC.
Garage Lighting	Standard Lighting
Basketball Hoops	Okay in backyard and out of street view. Portable hoops okay in front yard ONLY when in use
Fence	Privacy 6' Tan Vinyl fencing to match common area fencing. Must have prior approval by ACC
Additional Landscaping Requirements *Corner Lot Additional Requirements (See Section 4.22)	Minimum -Two 2" caliper trees -Five 5-gallon shrubs -Five 2-gallon shrubs *Street sod, sprinklers, fencing and Two 2" caliper trees
Siding	Smart Panel or Similiar

EXHIBIT 15



Brindee L. Collins
Collins Law PLLC
6126 W. State Street
Boise, ID 83703

July 6, 2023

Mike Williams

Via email to:

Re: Offer of Appointment to Position on Board of Directors

Mr. Williams:

I am contacting you on behalf of the Meadowcrest Homeowners Association, Inc., which, as you know, my office represents. The Board of Directors of the Association currently has a vacancy that the remainder of the Board is looking to fill through appointment. As you are aware, the 2023 Annual Meeting of the Association did not achieve a proper quorum, and the vacancies on the Board could not be filled via election from the Members. The Board appreciated your willingness to run for the Board and your interest in serving the Association, as well as your past service for the Association.

The Board of Directors does, however, have some concerns and reservations. It is important that all members of the Board recognize that individual Board members do not have the power to act unilaterally, and that all actions and communications made by a Board member on behalf of the Association must be voted on and approved by the Board as a whole. The Board takes professionalism and respect very seriously, and it is important that all Board members and members of the Association as a whole be respected and that one Board member not disparage any others or any other Members of the Association. Confidential Board business must remain confidential and must not be discussed outside the Board, management company, and/or legal counsel for the Association. The Board takes its fiduciary responsibilities and duties very seriously, and it is important that you do the same.

The Board would like to have you serve the Association again in the vacant position, but your statements and behaviors in the past few weeks have been cause for concern that you will not be willing to comply with the standards discussed above. If you are willing to agree to serve for the remainder of the vacant term in accordance with these standards, the Board would welcome you to join them. However, if you are not willing to agree to the standards, the Board will find another qualified candidate and ask them to fill the vacant position. Please let us know no later than July 13, 2023.

Thank you,

A handwritten signature in black ink, appearing to read "Brindee Collins", is written over a horizontal line.

Brindee Collins
Collins Law PLLC
On behalf of the
Meadowcrest Board of Directors

EXHIBIT 16

Meadowcrest Homeowners Association, Inc.

Board of Directors Meeting

Tuesday July 16, 2024 at 6:30PM

Zoom Meeting

<https://us06web.zoom.us/j/2713307395?omn=81132361243>

Meeting ID: 271 330 7395

This meeting was recorded

Agenda

- Call Meeting to Order: 6:32 PM
- Establishment of Quorum-Board Members Present: Natalie Russ, Ryan Lewright, Ross Lamm, and Melissa Myers.
- Approval of Previous Meeting Minutes: 6:34 PM

- Financials:

1. Review Financials MTD as of YTD

2. Review Aged Receivables-EXECUTIVE SESSION-BOARD ONLY-NO RESIDENTS OR COMMITTEE MEMBERS

6/30: 70 k in bank. Compare when submitted to northern star, not reflected in the system. Doing ok. AMI only had to pay them 15-17,000. We cut the final check.

- Manager/President Report:

1. _____
2. _____
3. _____

- Old Business:

1. Announced that we have paid the AMI fees and we are completely done with this case. Paid out about 15,00 to AMI specifically which is half of what they asked for.
2. Trees: 150 trees that need to get serviced; have to have an arbors lisenec. 2 quotes: General maintenance, nutrition, feeding the actual trees. Senske tree service. Pruning, and basic repair. Summer and fall, inspect spray and fertilization. Deep watering: \$7,200 - general maintenance. Wild Wood: 17,000. More than just maintenance; leaning trees; over watered causing root clumps and rot. Lost of moss on bottoms of tree next to middleton. 1,600 to keep the trees going. Some tree locating for us; entrances have over crowding and take out before they mature. Either bit good on maintenance; correct the problem, some of those trees need to be moved because they weren't done properly. Month - 2 months left to do aeration or spareation before we do with the trees.
3. CCNRS voted on back in 2022: Reviewed CCNRs update: Brindee reviewed and needs to be recorded as an amendment. (Mike)

- New Business:

1. National night out: August 6th from 6-8 PM at Roosevelt Park. Flyers will be sent out, pending received. Sent email nad FB posting. Bring a chair, meet your neighbors. Food truck, desert truck that is free (while supplies last). Law enforcement, first responders, city council person. Combined with Roosevelt Park. Something to eat on if you want to. Recommend: adults acompany children to food trucks. Flower Mill

cookies: everyone gets one cookie.

2. Going to schedule a meeting with 208 GOAT and Ryan and myself to go over findings and make sure there is no overlap.
3. Announced that we are being sued by a homeowner with in the organization. A link to the public record can be provided upon request.
<https://portal-idaho.tylertech.cloud/odysseyportal/Home/WorkspaceMode?p=0>

Asked for Question: no questions

- Next Meeting: Natalie will work the board to schedule the next meeting.
- Adjourn: 6:56 Ryan and Melissa second the Adjourned. Natalie Called for it.

Executive Session: 6:57 PM Start

- Financials: Nick needs to do it
- Trees - high cost looking at different options; going to schedule a meetings with Ryan, 208 GOAT, and myself. Looking at different options for approvals;
- CCNRs - ok for Smith and Knolls reviewing
- Website and email update: everything works now.
- Potential for snow removal: budget
- Travel trailers: both plugged into the houses; Skylar. Need to take picture and send to myself; Ryan will go around tomorrow and take pictures. I will post a facebook post and bulletin to update and let people know the current rules.

Executive Session adjourned: 7:35 PM