

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
22-4803	OK	N			

2. The following **REQUIRED** information must be submitted with this form:
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
 - B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
 - C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Leigh Meadows Development LLC
% David Chapman
44205 E Highway, # Welch, OK 74369
4. New Owner/Claimant(s) Leigh Meadows Property Owners Association INC.
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address P.O. Box 604
- City, State and ZIP Code Driggs, Id 83422
- New Telephone Number (208) 354-2939 Email: mark@tetonvalleyreality.com

5. Date you acquired the property

7 May 2010

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

Leigh Meadows Property Owners Association, INC
 (title if applicable)
Keith C Wilson
 (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by BS
 Received by BS
 Processed by _____ AJ

Date 6/8/10
 Date 6/8/10
 Date _____

Receipt Amt. \$25.00
 Receipt No. E035872
 WR _____ Date _____

May. 6. 2010 1:18PM

No. 0710 P. 2

211259 MAY 18 10 AM 11:47

QUITCLAIM DEED

FOR VALUE RECEIVED, Leigh Meadows Development, LLC (David Chapman, Managing Member), of 44205 East Highway 10, Welch, Oklahoma 74369, "Grantor" does hereby remise, release and forever QUITCLAIM unto, Leigh Meadows Property Owners Association, Inc., whose mailing address is P.O. Box 604, Driggs, Idaho 83422, his interest held in and to the following described water right in the state of Idaho:

Water Right Number	Place of Use	Township	Range	Section	Tract	Acres	County
22-480B	Irrigation Teton County	6N	45E	26	SWSW	20	Teton
22-480B	Irrigation Teton County	6N	45E	26	SESW	20	Teton
22-480B	Irrigation Teton County	6N	45E	35	NENW	6.8	Teton
22-480B	Irrigation Teton County	6N	45E	35	NWNW	18	Teton

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

DATED This 7 day of May, 2010.

STATE OF OKLAHOMA,

County of Ottawa.

On this 15 day of May, 2010, before me, the undersigned, a Notary Public in

and for said State, personally appeared David Chapman, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



Quitclaim Deed - Page - 1

C:\Nancy_10\LEIGH MEADOWS\Quit claim deed.wpd

[Signature]
Notary Public for Oklahoma
Residing at:
My Commission Expires:

Instrument # 211259
TETON COUNTY, IDAHO
5-18-2010 11:47:00 No. of Pages: 1
Recorded for: ROCKEFELLER
MARY LOU HANSEN
Ex-Officio Recorder Deputy
Index to: DEED, QUIT-CLAIM
Fee: 3.00
[Signature]

Instrument # 182652

DRIGGS, TETON, IDAHO

2006-11-17

Recorded for: A W ENGINEERING

NOLAN G. BOYLE

Ex-Officio Recorder Deputy

Index to: DECLARATION OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Leigh Meadows P.U.D. Subdivision

Teton County, Idaho

182652

RECEIVED

NOV 17 2006

TETON CO., ID
CLERK RECORDER

THIS DECLARATION, made on the day hereinafter set forth by the Owner of Leigh Meadows P.U.D. Subdivision, hereinafter referred to as Declarant, County of Teton, State of Idaho, in accordance with the plat filed for record on November 17, 2006, in Teton County, Idaho as Plat Number _____, which shall hereinafter be referred to as the "properties."

NOW, THEREFORE, Declarants hereby declare that all of the properties described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions (CCR's), which are for the purpose of protecting the value, enjoyment and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Association shall mean and refer to a non-profit Idaho Corporation, to be known as the Leigh Meadows Property Owners Association, Inc., or such other name as the owners shall decide in accordance with the provisions of this Declaration.

Section 2. Declarants shall mean and refer to Leigh Meadows Development, LLC, an Idaho Limited Liability Company, for Leigh Meadows P.U.D. Subdivision, its successors, heirs and assigns;

Section 3. Parcel or lot shall mean and refer to Parcels or Lots 1-through 23 of Leigh Meadows P.U.D. Subdivision, as set forth in the record subdivision plat thereof.

Section 4. Owner shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any parcel or lot, including contract buyers and owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. Developer shall mean and refer to Mark S. Rockefeller, dba Rockefeller & Associates, Inc. who designed and developed Leigh Meadows P.U.D. Subdivision. Rockefeller shall perform services on behalf of the Owner and the Association, as described below.

Section 6. Properties shall mean and refer to that certain real property known as Leigh Meadows P.U.D., in accordance with the Plats filed for record on _____, 2006, in Teton County, Idaho, as Plat Numbers _____ and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. Leigh Meadows P.U.D. Subdivision (otherwise referred to as LMS) shall mean and refer to the subdivision or development known as Leigh Meadows P.U.D. Subdivision.

ARTICLE II

ASSOCIATION MEMBERSHIP, VOTING RIGHTS & ORGANIZATION

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Section 1. ASSOCIATION MEMBERSHIP. Every owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any parcel or lot.

Section 2. VOTING RIGHTS. The Association shall have one class of voting membership. The members of the Association shall be all owners, including the Declarants. Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any parcel, all such persons shall be members. The vote for such parcel or lot shall be exercised as they among them selves shall determine, but in no event shall more than one vote be cast with respect to any lot.

Section 3. BOARD OF DIRECTORS. The Board of Directors shall consist of the then currently elected President, Vice-president, Secretary, Treasurer or Secretary/Treasurer combined as one individual. The Design Committee may consist of the above Directors or may be elected separately as an unique entity, as approved by the Association.

Section 4. HOMEOWNER'S ASSOCIATION ORGANIZATION. The Declarants, facilitated by Rockefeller & Associates, Inc. Mark S. Rockefeller its President, as developer, shall organize as soon as is practical and convenient and upon sale of at least the first 20% of the lots owned and first sold by the Declarants. Furthermore, Rockefeller and / or the Owner shall act as the sole party responsible for Design Review and Approval of any and all structures built within LMS, until such time that the Association is formally organized and a Design Committee is appointed by the Board of Directors of the Association.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each owner of any lot within the properties, except Declarant with respect to each lot owed by Declarant prior to the sale of such lot by Declarant, by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and to pay when due to the Association:

(a) Monthly assessments or charges, which shall be billed monthly, quarterly or annually, or as decided by the Association. Billing and collection of assessments shall be performed by the Secretary/Treasurer or by such other person designated by the Board of Directors of the Association.

(b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest at the rate of 12% per annum compounded monthly from the date due and paid in full, and costs and reasonable attorneys fees incurred for the collection thereof, shall be a charge and a continuing lien upon the lot against which each such assessment is made. The secretary of the association or such person appointed by the Board of Directors shall be authorized to file a lien against the property for any unpaid assessments. Each such assessment, together with said interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents with the properties and for the improvement and maintenance of the properties, to include but not be limited to road maintenance, snow removal, utility line maintenance, water lines and fire hydrant and fire containment water source maintenance, ponds, landscaping, weed control, subdivision perimeter fencing, and entry gate (if any) maintenance, if any, Association secretary or clerks wages or compensation, mailing costs, filing fees, professional fees and other expenses incurred by or related to and authorized by the Association.

Section 3. MAXIMUM MONTHLY ASSESSMENT. Commencing on

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_____, 2006, except on the prior affirmative vote of a majority of the owners of parcels or lots within the properties, the maximum monthly assessment shall not exceed Forty-five Dollars (\$45.00) per month per lot. All parcels or lots sold by the Declarants, or by others, shall be subject to assessment beginning the first day of the next month following the closing of purchase and sale of each lot. The foregoing notwithstanding, commencing January 1, 2007, the Board of Directors of the Association shall have the right to increase from time to time the maximum monthly assessment upon written notice to the members to keep up with inflation proportionate to increases in a Consumer Price Index or similar index selected by the Board of Directors.

Section 4. DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS AND DUE DATES: The monthly assessments provided for herein shall commence as to all lots subject to assessment on the first day of the month following the conveyance of each parcel or lot. The Board of Directors shall fix the amount of the monthly assessment against each parcel or lot at least thirty (30) days in advance of each monthly, quarterly or annual billing period and written notice of the monthly assessment shall be sent to every owner subject thereto. The due dates and the frequency of billing shall be established by the Board of Directors or elected Officers. The Association shall, upon demand furnish a receipt signed by the Clerk, Secretary or Treasurer of the Association setting forth whether the assessments on a specified parcel or lot have been paid to a closing agent or lender.

Section 5. EFFECT OF NONPAYMENT OF ASSESSMENT: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate of interest provided by Idaho law. The Association may file a lien of record, bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the applicable parcel or lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-payment, non-use, or abandonment of his parcel or lot.

Section 6. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinated to the lien of Declarants first mortgage or purchase contract. Sale or transfer of any parcel or lot shall not operate to discharge the assessment lien, unless said lien is paid, satisfied or discharged by the lien holder, upon said sale or transfer of the parcel or lot. It is the intent that all liens shall be paid in full by the closing agent of any sale of any parcel or lot and the Secretary/Treasurer shall provide said closing agent with a statement of assessments due, plus accrued interest, so as to facilitate payment and collection. It is recommended that the Association provide each acting title company with current information as to assessment rates and a contact person for assessment communication purposes, so as to avoid sales of parcels or lots that may otherwise have delinquent or unpaid assessments that may not show a lien of record.

Section 7. OPEN SPACE MANAGEMENT. LMS is required by Teton County to have an open space management agreement, which may be attached to this document for the performance of maintenance of the open space areas. Maintenance performance of open area shall be the responsibility of the Association. The Association shall be responsible for maintaining the open area as a wooded and natural grass lands environment, to not be farmed or hayed without consent of the Association, to also include reasonable control of noxious weeds that may take root upon the premises. The costs of maintenance for open space shall be paid for from assessments collected by the Association. The Declarants shall bear all responsibility and costs for maintenance of the open area, roadsides, road surfaces, and community systems of LMS, until the Association is formally organized and funded by collected assessments. Upon formal organization of the Association, the Association shall bear full responsibility for all maintenance procedures related to LMS. The open space depicted on the plat of record shall remain as open space in perpetuity and shall not be further divided or sold. The open space shall be conveyed by the owner and to the Association by Quit Claim Deed, upon formal organization of the Association and the Association shall then be responsible for maintenance, taxation assessed, insurance and the government of the open space.

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ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. DESIGN COMMITTEE; ORGANIZATION; POWER OF APPOINTMENT AND REMOVAL OF MEMBERS. There shall be a design committee organized as follows:

(a) The Design Committee (DC) shall consist of at least three (3) members or more, so long as an odd number of members exist and act as a committee. For ease in management and continuity of Design Committee action, the Association's elected board or President, Vice President and Secretary or Treasurer may also be appointed as the Design Committee members. At the election of the Association membership, a separate committee may be elected as the Design Committee. In the formative years or prior to the organization of the Association, at least two Design Committee members shall be Declarants (or members of Declarants) and one shall be Mark S. Rockefeller (dba Rockefeller & Associates, Inc.) the project designer and developer, (or such other person designated by Declarants). Rockefeller (or such other person designated by Declarants) shall be compensated at an agreed upon rate, for time contributed as a Design Committee member. Prior to Association organization and appointment of Design Committee, Rockefeller shall be compensated at the rate of \$90.00 per hour for performing design review services and Rockefeller shall hereby be granted authority to act on behalf of the Declarant or the Association and shall maintain records of each design review process. A time ledger and record of fee charged for Design Review services shall be maintained and submitted upon billing due. Upon formal organization of the Association, all design review records shall be transferred to the Association Board of Directors.

(b) Each of said persons shall hold his office until such time as he has resigned or until his successor has been appointed by the Association or Declarants.

Section 2. DESIGN COMMITTEE: DUTIES. It shall be the duty of the Design Committee to consider and act upon such proposed plans submitted to it from time to time, by member or members of the Association, and to adopt and administer Design Committee rules pursuant to Section 4 of this Article.

Section 3. DESIGN COMMITTEE: MEETINGS; ACTION; FEES; COMPENSATION; EXPENSES. The Design Committee (DC) shall keep and maintain a record of all action from time to time taken by the Design Committee at such meetings or otherwise. The vote or written consent of two members shall constitute an act by the Design Committee. During the formative years and prior to the organization of the Association, the Declarants shall have the right to pay reasonable compensation, as described above, to Mark Rockefeller or the appointed Design Committee members, in return for their actions. After Association organization, said Association shall vote upon and approve any compensation issues related to the design committee actions. A fee in the sum of \$1,000.00 shall be submitted to the Design Committee or person in charge. Said fee shall be used to pay costs related to design review and the remainder fee shall be held until final construction and clean up is fully performed by the owner or his appointed contractor. In the event that the owner does not complete clean-up and remove any or all construction material within 30 days after Certificate of Occupancy is issued by Teton County, the Association shall have the right to enter upon the premises for the purpose of removing said material, using the remainder fee to pay the costs accrued for said removal. Any remainder fee available after the above services are performed shall be refunded to the owner.

Section 4. DESIGN COMMITTEE RULES. The Design Committee may, from time to time, and in its sole discretion, adopt, amend and repeal by unanimous vote, rules and regulations, to be known as Design Committee Rules. A copy of the Design Committee Rules, as they may from time to time be adopted, amended or repealed, certified by any member of the Design Committee, shall be available for each parcel or lot owner requesting the same from any member of the Design Committee, and shall have the same force and effect as if they were a part of the Leigh Meadows P.U.D., Subdivision Covenants, Conditions and Restrictions. The design committee may record the Rules if deemed necessary.

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Section 5. PLAN SUBMITTAL. Two copies of any proposed plans and related data shall be furnished by the lot owner to the Design Committee (or Mark Rockefeller prior to formal organization of the Association), prior to disturbing the natural condition or setting of any parcel or lot. One copy shall be retained by the Design Committee for its records. Any approval given by the Design Committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction. Any improvement installation shall be performed in accordance with local and state laws and regulations.

Section 6. NONWAIVER. The approval by the Design Committee of any plans, drawings or specifications for any construction or improvement proposed, or in connection with any other matter requiring the approval of the Design Committee under these Covenants, Conditions and Restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval by any owner for any parcel or lot at any time.

Section 7. LIABILITY. Neither Mark Rockefeller, the Design Committee nor any member thereof shall be liable to the Association, to the Declarants, to any owner of any lot or to any other Design Committee Member for any loss, cost, expense, damage, or prejudice suffered or claimed by any individual or entity on account of (a) the approval, or lack thereof, of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development, or manner of development, of any parcel or lot within the properties; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. Without in any way limiting the generality of the foregoing, the Design Committee, or any member thereof, may, but is not required to, consult with or hear the Association or any owner with respect to any plans, drawings or specifications, or any other proposal submitted to the Design Committee. The Design Review process is intended to be a service provided for limited compensation, in the best interest of the Association or lot owners, for the purpose of protecting the values of property within LMS. The cost of such consultation is to be borne by the owner/applicant.

ARTICLE V

DESIGN STANDARDS

Section 1. GENERAL STANDARDS.

The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all improvements and site preparation upon each parcel or lot classified as a residential dwelling.

Section 2. DESIGN CHARACTER and DESIGN GUIDELINES

The design characteristics of all residential structures shall be required to have interesting architectural features, which shall be subject to the approval of the design committee. There shall be no square or rectangular shaped structures. Residential structures shall have both inside and outside corners and there shall be no less than eight outside corners and four inside corners, exclusive of attached garages. See Design Guidelines, a separate document attached hereto and made a part hereof.

(a) All improvements shall be of new construction, subject to the prior approval of the Design Committee, which approval of construction may be withheld completely.

(b) Exterior materials shall be of natural wood, peeled log, stone, heavy texture and pigmented masonry stucco or other similar natural material. No vinyl or steel siding shall be used. Uniform turned log components are not acceptable, unless approved by the Design Committee. Roof materials shall be cedar shake or wood shingle, ceramic tile, cement tile, or heavy weight asphalt shingle of architectural

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grade, 35 year warranty. Other roof materials shall be considered by the Design Committee, upon written request.

- (c) Exterior finishes shall be semi-transparent or heavy bodied stains, or pigmented or clear non-glossy or satin finish preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be color anodized or painted.
- (d) Exterior colors shall be subdued and in the earth tone range. Earth tones shall be defined as colors specifically approved by the Design Committee and shall include but not be limited to hues of brown, beige, tan, black, gray, or green and only approved upon submittal of actual colored surfaces or samples to be installed upon the subject improvements. Color samples, on pieces of all exterior materials and roofing materials to be used, may be required to be submitted to the Design Committee for approval, or at the discretion of the Committee, pictorial samples may be acceptable.
- (e) All structures shall provide for the installation of drainage control components that prevent roof run-off from splashing back onto the structures exterior walls, resulting in discoloration of siding or masonry around the perimeter lower wall sections of the structure. Said components may be in the form of installed gutters and down spouts or may utilize suitable water deflecting or absorbing materials at ground level, so as to prevent discoloration.
- Section 3. BUILDING DESIGN.
- (a) Not more than one single family residence shall be constructed on any lot. A detached guest suite or house or other accessory building may not be permitted. All garages shall be structurally attached to the primary residence by more than a breeze-way or walkway.
- (b) The minimum main or grade floor area of any residence shall be not less than 2,200 square feet and not more than 6,000 square feet, exclusive of a garage, carport or unenclosed porches or decks. If the residence is at the 2,200 square foot minimum and a second story is desired then the ratio of the ground floor to the second story will be two to one (2:1), respectively.
- (c) The maximum building height of any residential structure shall not exceed twenty-five (26) feet, from original existing and natural grade unless prior written approval is received from the Design Committee. Variances shall be considered, subject to the Design Committee approval. All heights shall be measured from the original and natural grade level, at any cross section of the structure from original natural grade to the highest point of the structure immediately above. For the purposes of this section, the elevation of original existing and natural grade is that which exists prior to any modification of the original and natural earth elevation, located upon a given lot. The finished grade shall not be more than two feet above the existing, natural grade which existed prior to site modification, unless variance therefore, is approved. Minor projections shall be subject to prior written approval by the Design Committee and shall include chimneys or other prior approved structures not enclosing habitable space, unless they are deemed to be objectionable by the Design Committee.
- (d) Roofs shall have a minimum pitch of six feet in twelve feet. All primary roofs shall have a minimum overhang of twenty (24) inches. Solar collectors shall not be considered as roofs.
- (e) All exposed foundations of concrete or masonry construction shall be suitably faced with rock, brick or other suitable veneers approved by the Design Committee, unless otherwise approved by the Design Committee.
- (f) Solar collectors or wind generators shall not be placed on any structure in a manner which causes glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence or garage and shall not be free-standing. Solar collectors and wind generators or other similar installations shall be permitted only upon written approval of the Design Committee.

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(g) Building setbacks shall conform to the present County minimums unless otherwise provided in this document by reference to building envelopes or on the final plats of the properties. Building envelopes, when established, are deemed to be an important and restrictive issue on all lots within the properties and shall be strictly adhered to, being subject to sight plan presentation and Design Committee approval. Plat maps are intended to represent the approximate location of building envelopes center, referenced by "+" and this plat map shall be an attachment to this document or made so by amendment. Construction of improvements outside of the envelope shall only occur upon approval by the Design Committee. Building envelopes are intended

Section 4. SITE DESIGN AND BUILDING LOCATIONS.

(a) As referenced above, specific building envelopes are established upon all parcels or lots of the Leigh Meadows P.U.D. Subdivision for the purpose of advising the owner of the required improvement placement, as well as allowing neighboring lot owners advance notice of future improvement placement. Building envelopes shall be established on the recorded plats by a "+" symbol and monumented upon the parcel or lot by a green steel fence post with white top. Said posts shall not be removed from their originally placed location until the site improvements have been approved by the Design Committee and only immediately prior to site preparation for building construction. In the event that a post is removed by the owner or his appointed agent or employee, relocation of the envelope monument or center post shall be approved by the Design Committee and the cost to relocate same by a licensed engineer shall be borne by the owner. Lot owners are responsible for maintaining the ongoing placement of said envelope post monument until the Design Committee approves the owners application for design review.

Primary residence location shall be centered upon the steel post monument, referenced above. Building envelopes shall be as depicted by attachment to this document, if applicable.

It is of particular importance that the building locations and heights be adhered to, as it is the intent of these covenants to endeavor to reasonably protect against visibly obtrusive structures. The Design Committee shall have the right to require and effectuate the removal of buildings or projections therefrom, at the actual cost of the violating lot owner. Owners, by virtue of these Covenants, Conditions, and Restrictions of record shall consent to the above and the other provisions contained herein.

(b) Finishing grade on all buildings shall assure drainage of surface water from buildings and avoid concentrating runoff onto adjacent properties. For a distance of ten (10) feet a minimum fall of six (6) inches in ten (10) feet shall be provided at the perimeter of all buildings which have non-imperious surfaces and one (1) inch in ten (10) feet for imperious surfaces. The entire site shall have positive drainage to rights-of-way or existing and natural drainage and shall utilize natural draws to facilitate drainage as required.

(c) Automobile storage shall provide for a minimum of one outdoor and two indoor parking spaces, in a garage, for each dwelling unit. Carports shall not be considered indoor parking. Parking spaces, whether interior or exterior, shall have minimum dimensions not less than twelve (12) feet wide by twenty four (24) feet long and shall be readily accessible by a driveway. All parking spaces and driveways shall be made of hard asphalt or concrete. All hard driveway construction shall include subsurface preparation consisting of both base gravel or pit run of a minimum of 12 inch depth, topped with crush gravel minimum 4 inch depth, prior to installation of asphalt or concrete surface and the finish surface shall slope to provide for drainage. The interior access road shall be chip sealed or asphalted covered. The lot owner shall be required to reasonably maintain all drive surfaces from deterioration and the Association shall maintain all road surfaces in good repair at all times.

(d) Perimeter or cross fences are not allowed due to a need for openness of the terrain so as to encourage the continued use of the properties by wildlife natural to the vicinity. It is important to note that portions of LMS are a prime habitat for deer, moose, fox, coyote, water fowl and birds of prey and it is the intent of these writings to preserve said habitat and to encourage parcel or lot owners to live in harmony with the habitat. Privacy fences shall be discouraged and only allowed upon approval by the Design Committee. A privacy fence is a fence which is architecturally integrated with a building and is located

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within thirty (30) feet of building structures. Fencing on the perimeter of the subdivision is allowed and recommended, as neighboring livestock may damage landscape and water features within LMS, so long as all fences are of a design common to all lots and open space, to be established and approved by the Design Committee.

(e) Utilities shall be installed underground. No antenna shall be installed on any structure or lot so that it is visible from any other parcel or lot. Satellite dishes shall be not to exceed 3 feet in diameter, shall be installed on the side of the residence and shall not be installed on the roof or roof fascia. Exterior lighting fixtures shall be subdued and shall not exceed one hundred (100) watts and the bulb shall be shrouded, so as to project light only down and not horizontally or upward.

(f) Landscaping Requirements shall include: (A) An irrigated, sodded lawn area surrounding 100% of perimeter of the residence and extend a minimum of twenty feet (30') out from the house perimeter; (B) A minimum of five eight (8") foot tall evergreen trees situated in at least two groups; (C) Two three (3") caliper or base trunk diameter canopy trees; and (D) Three six to eight (6'-8") tall multi-stem trees or large shrubs. Drip irrigation systems are required to be installed at time of planting of trees and shrubs, to sustain said required landscaping, above, unless sodded lawn areas are provided for with automatically controlled timer type sprinkle irrigation systems which regularly irrigate all landscape vegetation. A Landscape plan is required to be submitted to the Design Committee, with all plans for residential construction. Said plan shall list the landscape components proposed by the owner. In view of LMS desire to allow for individual expression, deviation from these requirements will be considered by the DC with properly presented plans submitted by the applicant and approved by the DC.

The gross acreage of LMS has an established irrigation water right, though substantial, not sufficient to run continuously through the Spring, Summer and Fall seasons. All irrigation water rights are owned by the State of Idaho. The Association shall arrange and pay costs for transfer of water rights upon formal organization of the Association and owner shall cooperate with same. Water not used by the owner or Association shall pass through to adjacent property in the manner customary to neighboring irrigation water users. The use of water shall be in accordance with State law.

So as to allow for water development and distribution, subject to Idaho Department of Water Resources (IDWR) regulations, all lots shall be limited to a maximum of 1/3 acre of irrigated landscape, and not the Idaho State limitation of 1/2 acre, so as to preserve water sufficient to offset evapo-transpiration of water from fire containment and other water ponds, as well as to supplement the irrigation of common area landscaping and sustain common water features. The water difference, as calculated from the above 1/3 acre volume, compared to the Idaho State maximum of 1/2 acre (or 13,000 gallons per day maximum per single family residence) shall be deemed in this Declaration as the water surplus. At the election of the developer or the Association, the sum total of water allowed by the IDWR may be utilized by the Association which shall have the right to apply for, install and maintain water source and distribution systems, utilizing the surplus water not consumed by individual lot water systems and the collected lots shall cooperate with such water development and distribution upon common areas, for the purposes described above.

ARTICLE VI LAND USES AND RESTRICTIVE COVENANTS

Section 1. GENERAL RESTRICTIONS. The following general restrictions shall apply to all residential lots within Leigh Meadows P.U.D. Subdivision.

(a) No building, structure, sign, fence, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any structure, parcel or lot, and no excavation or other work which in any way alters any parcel or lot from its natural or improved state existing on the date such parcel or lot was first conveyed in fee by any Declarants to an owner shall be erected, placed, done or permitted to remain on any structure, parcel or lot until the plans, specifications and exterior material samples and color specifications therefore have been approved in writing and a building permit has been issued by the Design Committee. Plans for buildings or the refinishing or improvement of the same,

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Covenants, Conditions and Restrictions - Leigh Meadows P.U.D. - Page 8 of 14

shall include scaled floor and exterior elevation plans, exterior elevations indicating height, a list of exterior materials, and a site plan. Plans and elevations shall clearly show all external features and materials for all structures. They shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features. Site plans shall show the elevations of finished floors and existing and finished grades, and shall show the entire site and the location of all rights-of-way, easements, buildings, decks, driveways, parking areas, fences and utilities. Specifications shall describe all exterior finishes.

Section 2. RESIDENTIAL AREA; USES; RESTRICTIONS;

(a) Each residential parcel or lot shall be used exclusively for single family residential purposes, and no more than one family (including its servants and transient guests) shall occupy such residence and no parcel or lot shall be further divided or parcel split; provided, however, that nothing in this subparagraph shall be deemed to prevent:

(1) Any artist, or artisan who is an owner or from pursuing his artistic calling upon the parcel or dwelling unit owned by such artisan if such artist, artisan also uses such parcel or dwelling unit for residential purposes, is self-employed and has no employees working on such parcel or in such dwelling unit, and does not advertise any product or work of art for sale to the public upon such parcel or dwelling unit. However no equipment, vehicles or supplies can be stored outside of any structure. No vehicles such as construction vehicles and any vehicles with materials on them can remain on the property overnight, unless during the construction period and used therefore.

(2) The leasing of any primary residence, from time to time, by the owner thereof, subject, however, to all of the restrictions as may be adopted from time to time by the Association. Any lease shall contain a clause that the lessee shall be bound by the Covenants, Conditions and Restrictions.

(b) Each residential parcel or lot, and any and all improvements from time to time located thereon, shall be maintained by the owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such owner's sole cost and expense.

(c) All wood stove installations shall comply with all Underwriters Laboratory (UL) criteria, to specifically include spark arrestor installation. Proximity of fireplaces, wood stoves and related chimney and flue installations to combustible materials, including roofing, and wooded environs shall be addressed and/or restricted by the Design Committee.

(d) Non-maintenance, lack of weed control, accumulation of garbage, refuse, debris or unsightly materials or possessions, may cause the Association to act on clean-up of the same and parcel or lot owners shall not stop the Association from acting in the best interest of the Association. No non-working motor vehicle shall not be stored upon any parcel for more than seven days. The cost of any removal or clean up shall be at the sole expense of the owner. Failure to pay said cost shall result in the assessment of interest and/or the levy of a lien against the parcel or lot owned by the owner.

(e) No noxious or offensive activity shall be carried on upon any parcel or lot, nor shall any activity be carried out upon the properties which is prescribed by the present or future law, nor shall anything be done or placed thereon which may be or become a nuisance, or cause a nuisance, disturbance or annoyance to the other owners in the enjoyment of their parcels. In determining whether there has been a violation of this subparagraph or subparagraphs (b), (c) and /or lots above, recognition must be given to the premise that owners, by virtue of their interest and participation in the subdivision, are entitled to the reasonable enjoyment of the natural benefits and surroundings. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the parcels or lots and improvements thereon shall be placed or used upon any parcel or lot.

(f) Pets shall be housed and fed indoors and in a manner so as to not become a wildlife attractor

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Covenants, Conditions and Restrictions - Leigh Meadows P.U.D. - Page 9 of 14

or to be harassing to neighbors, wildlife or neighboring pets. There shall be no dog kennels or dog runs. Due to the natural space and habitat of LMS no livestock shall be maintained upon any parcel or lot, including but not limited to horses, cattle and other livestock, unless specifically approved by the Design Committee. Horses may be kept on a parcel or lot for a maximum of one day and only constrained, in anticipation of immediate use.

(g) No signs whatsoever, including but not limited to, commercial, political and similar signs, visible from neighboring property, shall be erected or maintained upon any parcel or lot, except:

(1) Such signs as may be required by legal proceedings;

(2) Residential identification signs of a combined total face area of two (2) square feet or less for each residence;

(3) During the time of construction of any residence or other improvement, job identification signs having a maximum face of six (6) square feet per sign side and of the type usually employed by contractors, subcontractors and tradesmen;

(4) Not more than one For Sale or For Rent sign having a maximum face area of six (6) square feet per side.

(h) No house trailer, mobile home, tent, teepee, yurt or similar facility or temporary structure shall be kept, placed or maintained upon any parcel at any time; provided however that the provisions of this subparagraph shall not apply to temporary construction shelters maintained during, and used exclusively in connection with, the construction of any work or improvement permitted by these covenants, for a maximum period of twelve (12) consecutive months; or tents or teepees erected upon lots for recreational use, so long as said tents or teepees are not left standing for more than seven consecutive calendar days. No person shall reside in or live in such temporary construction shelters or facilities.

(i) No trailer of any kind, truck camper or boat shall be kept, placed or maintained upon any parcel in such manner that such trailer, truck camper or boat is visible from neighboring property. Suitable buildings, landscaping or screening shall be required to prevent visibility from other parcels or lots.

(j) All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring property. The collection and disposal of garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. The maintenance of accumulated waste materials is prohibited, unless for composting purposes. All compost piles shall be screened from neighboring or other parcel or lot views and odors therefrom shall not be objectionable to any other parcel or lot owners, or said odorous condition shall be remedied at the cost of the parcel or lot owner. The cost of garbage and trash collection shall be paid by each owner, in accordance with the billing of the collector.

(k) Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within the area of the privacy fence described above and shall not be visible from other parcels or lots within the properties.

(l) There shall be no exterior fires whatsoever except barbecue fires, contained within receptacles therefore, outdoor camp fires and such fires as may from time to time be permitted by the Association rules. Given proximity to wooded and grass lands and prevailing winds, fire spreading danger is significant, especially during dry seasons. Abatement of air pollution is of particular importance and the Association shall have the right to address and abate same, as is deemed necessary. The burning of trash, organic matter, or miscellaneous debris shall be prohibited, whether in the open or in trash burning receptacles, unless consent is granted by the appropriate Teton County, Idaho, officials. It shall be required that parcel or lot owners contact neighboring parcels or lots, when controlled or trash burning is to be done.

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Covenants, Conditions and Restrictions Leigh Meadows P.U.D. - Page 10 of 14

ARTICLE VII

GENERAL PROVISIONS

Section 1. PARCEL CONSOLIDATION, DIVISION. Two or more contiguous parcels or lots within the properties may be combined, provided notice of intention to consolidate such parcels or lots is filed with the Design Committee. Such consolidated lots may thereafter be treated as one building site, and such site shall be subjected to these restrictions the same as a single parcel or lot except for the purpose of levying and collecting assessments. The building envelope for the combined parcels or lots may be relocated where approved by the Design Committee. There shall be no further division of parcels or lots within Leigh Meadows P.U.D. Subdivision.

Section 2. MINERAL ACTIVITIES PROHIBITED. No mining or other mineral extraction development activities shall be permitted on any parcel or lot, including the extraction of gravel, top soil, sub-soils or the like, unless same is part of the process of building roads or other improvements, performed only by the Subdivision developer, but specifically disallowed by parcel owners or their contractors or agents.

Section 3. MAINTENANCE. The Association shall, at the requirement of the District Fire Marshall, pay the cost to operate and maintain in good and sufficient operating condition at all times, the fire containment water system for Leigh Meadows P.U.D. Subdivision. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any parcel or lot.

Section 4. NOXIOUS WEED CONTROL. Noxious weed control upon any parcel shall be the responsibility of the lot owner, but should same not control noxious weeds upon the owned lot, on an annual basis, the Association (or Declarants prior to formation of the Association) shall have the right to contract for such control services, the cost of such services to be borne by the lot owner. Failure to pay any such costs shall result in the levy of a lien against the parcel or lot owned by the owner. The party or company so contracted shall have the right to enter upon any such parcel to treat noxious weeds without any liability for trespass. It shall be the responsibility of the lot owner to supervise weed control upon his parcel or lot and to instruct the applicator to avoid areas of landscaping which may be damaged by the applicators chemicals. Common area and access road weed control, within the road and utility right-of-way, shall be contracted for by the Association and either assessed to the individual lots, prorata, or to be paid by the Association, out of monthly assessments collected and accrued for general maintenance.

Section 5. WATER SYSTEMS, WELLS AND SEWAGE DISPOSAL. Each residential building shall be connected to an individual private water system or engineered and IDWR / DEQ approved shared well system and individual private sewage disposal system at the owner's sole expense, and such water systems and sewage disposal systems shall conform to all applicable standards of the State of Idaho, Teton County and any other regulatory agency having jurisdiction over same. The Declarants encourage shared well use, for household, landscape irrigation and evaporative offset of fire water and the Association and lot owners shall cooperate with same.

SEPTIC SYSTEM SANITARY RESTRICTIONS IN FORCE. Not unlike many subdivisions in Teton County, Idaho, septic system permits must be obtained and submitted prior to the issue of and as part of the building permit process. The plat for Leigh Meadows PUD may include the following statement: Sanitary Restrictions as required by Idaho Code Title 50 Chapter 13 are in force for this subdivision. District Seven Health Department will release sanitary restrictions on a lot-by-lot basis upon application to the department. No owner shall construct any building, dwelling or structure which necessitates the supplying of water or sewer facilities for persons using such premises until sanitary requirements are satisfied and an appropriate certificate has been recorded with the county recorders office.

Section 6. COMMON ACCESS ROAD.

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The common interior access roads on the properties shall be private roads at all times, and each parcel or lot owner shall be responsible for an equal, prorata portion of the snow removal and maintenance costs for said roads. Bushes and shrubs shall be cleared and large trees limbed within the road rights-of-way to improve sight distance, with related costs being common costs. Common driveways may be encouraged by the DC, as they reduce alteration of natural grades and vistas.

Section 7. SNOWMOBILES AND MOTORCYCLES PROHIBITED. Because of the sensitive wildlife habitat encompassed by LMS, no snowmobile, motorcycle, or other similar motor device or wheeled vehicle shall be operated on any parcel or lot or on "open areas" for recreational purposes, as same discourages habitat, depletes energy levels and jeopardizes the survival of wildlife. Snowmobiles, motorcycles or similar vehicles may be used for access to and from residential structures, to the access highway. Nothing here is to be construed to prevent the Declarants or those entrusted by the Association with supervision, care and maintenance of the properties to have reasonable access to all of the lands and open areas with those motorized and wheeled vehicles necessary for the proper performance of their job.

Section 8. WILDLIFE PROTECTION. It is recognized by the Declarants and the purchasers or owners of any parcels or lots within the properties, that many wildlife species live on or migrate through the properties during various times of year. For this reason, dogs or related species or crossbreeds shall not be allowed to run loose and shall be contained or be on a leash at all times. Furthermore, dogs and related species shall not be allowed to bark excessively, being not for a period longer than 30 minutes, especially during evening hours. The Declarants or the Association shall have the right to fine the owners of disruptive pets a sum starting at \$100.00 per violation and said fines shall increase by a multiplier of two (2) for each subsequent violation. The Declarants or the Association shall have the right to catch and remove loose dogs within the properties. All costs incurred for the enforcement of these provisions shall be assessed to the owner in violation and if not paid, shall result in a lien against the owners property.

Section 9. OPEN AREAS. Open Areas have been established in Leigh Meadows P.U.D. Subdivision and it is understood that the open area for each subdivision shall be primarily for the use and enjoyment of those residents in that specific area. However, it shall be recognized that the nature of the area invites some interaction between areas and respectful use of the open areas shall not be proscribed to residents in those two sections of the properties unless misuse is obvious. There shall be no alteration of any natural features, springs, streams, ponds, trees, brush shrubbery or other features, other than that approved and / or orchestrated by the Association.

Section 10. VIOLATIONS-ENFORCEMENT-LIENS-COSTS. The limitations and requirements for land use and development set forth in these Covenants, Conditions and Restrictions shall be enforceable by the Declarants, the Association, the Design Committee, or by any owner of a lot within the properties. In addition, the Board of County Commissioners of Teton County, Idaho, shall have the authority to enforce, and be required to cooperate with those portions of these Covenants, Conditions and Restrictions which establish building envelopes and limit all development on any parcel or lot, except for access roadways and utilities, to the building envelopes on such lot, subject to variances approved by the Design Committee.

Every owner of a parcel or lot within the properties hereby consents to the entry of an injunction against him or her or his or her tenants or guests, to terminate and restrain any violation of these Covenants, Conditions and Restrictions. Any lot owner who uses or allows his or her lot to be used or developed in violation of these Covenants, Conditions and Restrictions further agrees to pay all costs incurred by the Declarants, the Association, the Design Committee or other parcel or lot owner in enforcing these Covenants, Conditions and Restrictions, including reasonable attorney's fees. The Association shall have a lien against each parcel or lot and the improvements thereon to secure the payment of any billing for common services, special assessment, or penalty due to the Association from the owner of such property which is not paid within the time provided by these Covenants, Conditions and Restrictions plus interest from the date of demand for payment at the maximum rate of interest permitted by Idaho law. The Association is authorized to record a notice of lien in the Office of the County Clerk of Teton County, Idaho, which shall include a description of the property and the name of the owner thereof and the

basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's office may be sent to the owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosure of mortgages by the statutes of the State of Idaho. In addition to the principal amount of the lien plus interest, the Association shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including filing costs and attorney's fees.

Section 11. AMENDMENT-VARIANCE. These Covenants, Conditions and Restrictions may be amended only by written consent of 75% of all parcel and lot owners within the properties.

Section 12. SEVERABILITY. Any decision by a court of competent jurisdiction invalidating any part or paragraph of these Covenants, Conditions and Restrictions shall be limited to the part or paragraph affected by the decision of the Court, and the remaining paragraphs and the Covenants, Conditions and Restrictions therein shall remain in full force and effect.

Section 13. ACCEPTANCE OF COVENANTS. Every owner or purchaser of a parcel or lot within the properties shall be bound by and subject to all of the provisions of these Covenants, Conditions and Restrictions, and every parcel or lot owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of these Covenants, Conditions and Restrictions.

Section 14. RIGHT TO FARM ACT The Right to Farm Act – Idaho Code Chapter 45, Sections 22-4501 through 22-4504, is hereby made a part of this document.

ARTICLE IX

ENFORCEMENT, DURATION AND VIOLATION

Section 1. ENFORCEMENT. The Declarants, the Association, the Design Committee or any owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Covenants, Conditions, and Restrictions. Failure by any of them to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. DURATION OF COVENANTS. All of the covenants, conditions and restrictions set forth in these Covenants, Conditions and Restrictions shall continue and remain in full force and effect at all times against the said properties and the owners of any lots therein, subject to the right of amendment or modification provided for in Article VIII, Section II, for a term of twenty (20) years from the date of filing of same with the Teton County Clerk, Idaho, after which time they shall be automatically extended for successive periods of twenty (20) years.

Section 3. VIOLATION CONSTITUTES NUISANCE. Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarants, the Association or their successors in interest and/or by any parcel or lot owner; and all remedies specified herein shall be deemed cumulative and not exclusive.

Leigh Meadows Development LLC, Declarant

By: 

David Chapman, Manager, Leigh Meadows Development, LLC.

Covenants, Conditions and Restrictions-

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Leigh Meadows P.U.D. Subdivision Developer:


Mark S. Rockefeller, Developer
Rockefeller & Associates, Inc.

State of Missouri
County of Jasper

On the 13th day of November A.D. 2006 personally appeared before me David Chapman,
the Manager of Leigh Meadows LLC, who duly acknowledged to me that they executed the same.

Witness my hand and official seal.



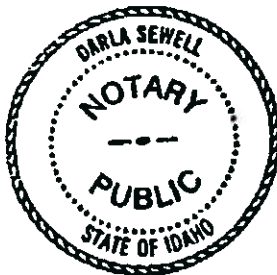
SANDRA D. SHERWOOD 
Jasper County Notary Public
My Commission Expires April, MO, Commission Expires: 5/17/08
May 17, 2008

State of Idaho
County of Teton

On the 14th day of November A.D. 2006 personally appeared before me Mark S.
Rockefeller, President, Rockefeller & Associates, Inc., the Developer of Leigh Meadows P.U.D.
Subdivision, who duly acknowledged to me that they executed the same.

Witness my hand and official seal.


Notary Public
Residing at Driggs, Idaho Commission Expires: 7/23/07



Covenants, Conditions and Restrictions

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IDAHO SECRETARY OF STATE
Viewing Business Entity

Ben Ysursa, Secretary of State

LEIGH MEADOWS PROPERTY OWNERS ASSOCIATION INC.PO BOX 604
DRIGGS, ID 83422

Type of Business:	CORPORATION, HOMEOWNERS ASSOCIATION
Status:	GOODSTANDING 04 Dec 2009
State of Origin:	IDAHO
Date of Origination/Authorization:	04 Dec 2009
Initial Registered Agent:	MARK S ROCKEFELLER 253 S MAIN DRIGGS, ID 83422
Organizational ID / Filing Number:	C185375
Number of Authorized Stock Shares:	
Date of Last Annual Report:	

Original Filing:

Filed 04 Dec 2009	INCORPORATION
--------------------------	---------------

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	ARTICLES OF INCORPORATION (Non-Profit) (Instructions on back of application) The undersigned, in order to form a Non-Profit Corporation under the provisions of Title 30, Chapter 3, Idaho Code, submits the following articles of Incorporation to the Secretary of State.	FILED EFFECTIVE 09 DEC -4 AM 8:39 SECRETARY OF STATE STATE OF IDAHO
Article 1: The name of the corporation shall be: Leigh Meadows Property Owners Association Inc.		
Article 2: The purpose for which the corporation is organized is: Community Owners Association		
Article 3: The street address of the registered office is: <u>253 S. Main, Driggs, ID. 83422</u> and the registered agent at such address is: <u>Mark S. Rockefeller</u>		
Article 4: The board of directors shall consist of no fewer than three (3) people. The names and addresses of the initial directors are: David Chapman, President 440205 E. Highway 10 Welch, OK 74369 Mark S. Rockefeller, Vice President and Secretary P.O. Box 604, Driggs, ID 83422 Bob Lewis, Treasurer P.O. Box 305, Victor, ID 83455		
Article 5: The name(s) and address(es) of the incorporator(s): Mark S. Rockefeller P.O. Box 604, Driggs, ID 83422 Bob Lewis P.O. Box 305, Victor, ID 83455		
Article 6: The mailing address of the corporation shall be: P.O. Box 604, Driggs, ID 83422		
Article 7: The corporation (☒ does ☐ does not) have voting members.		
Article 8: Upon dissolution the assets shall be distributed: Equally among the lot owners / members		
Signatures of all incorporators: Mark S. Rockefeller Typed Name Bob Lewis Typed Name Typed Name Typed Name Typed Name		Customer Acct #: (if using pre-paid account) Secretary of State use only IDHHS SECRETARY OF STATE 12/04/2009 05:00 CR: 13296 CT: 81834 BH: 1197808 10 38.00 = 38.00 DEC NOV 12 C185375

IDAHO SECRETARY OF STATE
Viewing Business Entity

Ben Ysursa, Secretary of State

LEIGH MEADOWS DEVELOPMENT LLC440205 E HWY 10
WELCH, OK 74369**Type of Business:** LIMITED LIABILITY COMPANY**Status:** EXISTING, REINSTATED 11 May 2010**State of Origin:** IDAHO**Date of Origination/Authorization:** 01 Dec 2004**Current Registered Agent:** MARK ROCKFELLER
253 S MAIN
DRIGGS, ID 83422**File Number:** W34847**Date of Last Annual Report:** 14 May 2010**Original Filing:****Filed 01 Dec 2004** ARTICLES OF ORGANIZATION**Annual Reports:****Report for year 2010** REINSTATEMENT

Reinstatement for W 34847

Page 1 of 2

No. W 34847 Return to: SECRETARY OF STATE 450 N 4th STREET PO BOX 83720 BOISE, ID 83720-0080 REINSTATEMENT FEE DUE: \$30.00	Reinstatement Annual Report Form ADMIN DISSOLVED 03/04/2010 1. Mailing Address: Correct in this box if needed. LEIGH MEADOWS DEVELOPMENT LLC 110205 E HWY 10 WELCH OK 74369	2. Registered Agent and Office (NOT A P.O. BOX) MARK ROCKFELLER 253 S MAIN DRIGGS ID 83422 3. New Registered Agent Signature.														
4. Limited Liability Companies: Enter Names and Addresses of Managers OR Members. <table border="1"><thead><tr><th>Office Held</th><th>Name</th><th>Street or PO Address</th><th>City</th><th>State</th><th>Country</th><th>Postal Code</th></tr></thead><tbody><tr><td>Manager</td><td>David Chapman</td><td>44205 E Hwy 10</td><td>Welch</td><td>OK</td><td></td><td>74369</td></tr></tbody></table>			Office Held	Name	Street or PO Address	City	State	Country	Postal Code	Manager	David Chapman	44205 E Hwy 10	Welch	OK		74369
Office Held	Name	Street or PO Address	City	State	Country	Postal Code										
Manager	David Chapman	44205 E Hwy 10	Welch	OK		74369										
5. Organized Under the Laws of: IDAHO W 34847	6. <table border="1"><tr><td>Signature: <i>Del Tur</i></td><td>Date: 5/11/10</td></tr><tr><td>Name (type or print): David Chapman</td><td>Title: Mgr</td></tr></table>		Signature: <i>Del Tur</i>	Date: 5/11/10	Name (type or print): David Chapman	Title: Mgr										
Signature: <i>Del Tur</i>	Date: 5/11/10															
Name (type or print): David Chapman	Title: Mgr															
Issued 05/11/2010 by LJM																

Reinstatement for W 34847

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APPLICATION FOR REINSTATEMENT 2010 MAY 11 PM 4:45
 To the SECRETARY OF STATE, STATE OF IDAHO
 SECRETARY OF STATE
 STATE OF IDAHO

1. The name of the Idaho limited liability company applying for reinstatement following administrative dissolution or forfeiture, if available, is:
LEIGH MEADOWS DEVELOPMENT LLC

2. The date of its organization was: **December 1, 2004**

3. The limited liability company hereby applies for reinstatement. If the entity name is unavailable, a certificate of amendment for a name change must be attached.

Signature: *Paul L...*

Capacity/Title: Manager

Date: 5/11/10

(must be signed by an officer of the LLC)

Secretary of State use only

5/11/2010

IDAHO SECRETARY OF STATE
 05/12/2010 05:00
 CK: 433539 CT: 172899 BH: 1221A36
 10 30.00 = 30.00 CORP REINS: 02