

the president and secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by 67% of the voting power of the Association and the requisite percentage of holders and insurers of First Mortgages required hereunder, if any.

(c) *Approval of First Mortgages.* Notwithstanding the foregoing, any of the following amendments, to be effective, must be approved by the Record holders and insurers of the First Mortgages requesting in writing notice of amendments, based upon one vote for each Mortgage owned or insured:

(i) Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to holders, insurers and guarantors of First Mortgages as provided herein;

(ii) Any amendment which would necessitate an encumbrance, after it has acquired a Lot through foreclosure, to pay more than its proportionate share of any unpaid assessment or assessments accruing after such foreclosure;

(iii) Any amendment which would or could result in an encumbrance being canceled by forfeiture or in the individual Lot not being separately assessed for tax purposes;

(iv) Any amendment relating to the insurance provisions or to the application of insurance proceeds as set out in Article X hereof or to the disposition of any money received in any taking under condemnation proceedings;

(v) Any amendment which would or could result in partition or subdivision of a Lot in any manner inconsistent with the provisions of this Declaration;

(vi) Any amendment concerning voting rights, the method of allocation of interests in Common Elements, rights to use the Common Elements, responsibility for maintenance, repair, and replacement of the Common Elements, the right of annexation to the Project, boundaries of any Lot, the conversion of Lots into Common Elements or Common Elements into Lots, leasing of Lots and the establishment of self-management by the Association where professional management has been required by any institutional holder or insurer of a First Mortgage;

(vii) Any amendment resulting in an increase of more than 25% of the Common Assessment over the prior Assessment Year and any amendment affecting assessment liens or the priority thereof; and

(viii) Any amendment imposing Restrictions on the leasing of or right to sell or transfer Lots.

(d) *Other Amendments.*

(i) Anything in this Article XII to the contrary notwithstanding. Declarant reserves the right at any time to amend all or any part of this Declaration to such an extent and with such language (1) as may be requested by the FHA or the VA, (2) requested by any other federal, state or local governmental or public agencies which request such amendments as a condition precedent to such agency's approval of this Declaration, and (3) to bring any provision hereof into compliance with applicable law. Any provision contained in this Declaration, the Articles or Bylaws, or other governing document of the Association that violates any provision of Idaho Code shall be deemed to conform with that provision of Idaho Code by operation of law, and such document is not required to be amended to conform to that provision. Any such amendment shall be effectuated by the Recordation, by Declarant, of a certificate of amendment duly signed by an authorized agent or authorized officer of Declarant, as applicable, with

the signatures acknowledged, specifying the reason for such amendment and setting forth the amendment. Recordation of such a certificate shall be binding upon all of the Project and all Persons having an interest therein.

(ii) It is the desire of Declarant to retain certain controls over the Association and its activities during the anticipated period of planning and development of the Project. If any amendment requested pursuant to the provisions of this Section 12.2(d) deletes, diminishes, or alters such controls, Declarant shall have the right to prepare, provide for and adopt as an amendment hereto, other, and different control provisions.

(iii) In the event this Declaration is Recorded or used for any purpose prior to having been approved by the FHA, the VA or any governmental or public agency with jurisdiction, Declarant shall have the absolute right to amend the provisions hereof without the approval of any agency or any percentage of the Membership whatsoever until such approval is first obtained. Such amendment shall be effective when signed by the Declarant and duly Recorded.

(e) Any action to challenge the validity of any amendment of the Declaration must be brought or filed within one year after the date of Recordation of such amendment or such amendment shall be conclusively presumed to have been validly made.

12.3 MORTGAGEE PROTECTION

Notwithstanding any other provision of this Declaration, except for the Priority Lien provided in Section 6.15, no amendment or violation of this Declaration shall operate to defeat or render invalid the rights of the Beneficiary under any First Mortgage upon a 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 First Mortgage such Lot shall remain subject to this Declaration, as amended. Notwithstanding any and all provisions of this Declaration to the contrary, in order to induce the FHA and the VA to participate in the financing of the sale of Single Family Residential Lots within the Project, the following provisions shall apply (and to the extent the provisions of this Section 12.3 shall conflict with any other provisions of this Declaration or any other of the Restrictions, the provisions of this Section 12.3 shall control):

(a) Each holder, insurer and guarantor of a First Mortgage encumbering any Lot, upon filing a written request for notification with the Board of Directors, is entitled to written notification from the Association of any default by the Mortgagor of such Lot in the performance of such Mortgagor's obligations under this Declaration, the Articles or Bylaws, if such default is not cured within 30 days after the Association learns of such defaults.

(b) Except for the Priority Lien described in Section 6.15, each First Mortgagee of a Mortgage encumbering any Lot which obtains title to such Lot pursuant to either judicial foreclosure or the powers provided in such Mortgage, shall take title to such Lot free and clear of any claims for unpaid assessments or charges pursuant to this Declaration against such Lot which accrued prior to the acquisition of title by the First Mortgagee to such Lot.

(c) When professional management has been previously required by a holder, insurer or guarantor of a First Mortgage, any decision to undertake self-management by the Association shall require the prior approval of a majority of votes cast at a meeting of Members at which a Quorum is present and the holders of 51% of the First Mortgages on Lots that have filed a written request for notice with the Board of Directors.

(d) Unless at least 51% of the First Mortgagees that have filed a written request for notice with the Board of Directors have given their prior written approval, neither the Association nor the Owners shall:

(i) Subject to any provisions of the Idaho non-profit corporation law to the contrary, by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or the improvements thereon which are owned, directly or indirectly, by the Association (the granting of licenses to a governmental entity or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) Change the method of allocating distributions of hazard insurance proceeds or condemnation awards;

(iii) Fail to maintain fire and extended coverage insurance on insurable Common Elements in the amount set forth in Section 10.1;

(iv) Terminate the Project as a common interest community (as defined in the Act) for any reason; or

(v) Amend this Declaration or the Articles or Bylaws in such a manner that the rights of any First Mortgagee will be adversely affected.

(e) All holders, insurers and guarantors of First Mortgages on Lots, upon written request, shall have the right to (i) examine the books and records of the Association during normal business hours, (ii) require from the Association the submission of an annual financial statement within 120 days after the end of each fiscal year (without expense to the holder, insurer or guarantor requesting such statement) and other financial data concerning the Association, (iii) receive written notice of all meetings of the Members, and (iv) designate in writing a non-voting representative to attend all such meetings.

(f) All holders, insurers and guarantors of First Mortgages of Lots who have a written request on file with the Association shall be given (i) 30 days written notice prior to the effective date of any proposed, material amendment to this Declaration, the Articles or Bylaws, and prior to the effective date of any termination of an agreement for professional management of the Project following a decision of the Owners to assume self-management of the Project; and (ii) immediate written notice as soon as the Board of Directors receives notice or otherwise learns of any damage to the Common Elements where the cost of reconstruction exceeds \$75,000, and as soon as the Board of Directors receives notice or otherwise learns of any condemnation or eminent domain proceedings for acquisition of any portion of the Project.

(g) Any First Mortgagee may, jointly or singly, pay taxes or other charges which are in default, and which may or have become a charge against any Common Elements and may pay any overdue premiums on hand insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and the First Mortgagee making such payments shall be owed immediate reimbursement therefor from the Association.

(h) Any agreement between the Association and its professional Manager, or any agreement providing for services by Declarant to the Association, shall provide that the contract may be terminated for cause on not more than 30 days written notice, and may not be terminated without cause except upon 60 days written notice prior to the end of the then current two-year term, and shall become effective upon expiration of that term.

(i) If required by any holder, insurer or guarantor of a First Mortgage on a Lot, the Board of Directors shall secure and cause to be maintained in force at all times a fidelity bond for any Person or entity handling funds of the Association, including but not limited to, employees of any professional Manager.

(j) Any agreement for the leasing or rental of a Lot shall provide that the terms of such agreement shall be subject in all respects to the provisions of this Declaration, the Articles and Bylaws; All such agreements shall be in writing and shall provide that any failure by the lessee to comply with the terms of this Declaration, the Articles and Bylaws shall be a default under the agreement.

(k) In addition to the foregoing, the Board of Directors may, in its sole discretion, enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of FHA, VA, FHLMC, FNMA, GNMA or any similar entity so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of First Mortgages encumbering Lots with Residences thereon. Each Owner hereby agrees that it will benefit the Association and the Membership of the Association as a class of potential Mortgage borrowers and potential sellers of their respective Lots if such agencies approve the Project as a qualifying community under their respective policies, rules and regulations, as adopted from time to time. Mortgagees are hereby authorized to furnish information to the Board of Directors concerning the status of any Mortgage encumbering a Lot.

(l) Any termination of the Project as a "common interest community" (as defined in the Act) shall require the approval of (i) Declarant, so long as Declarant owns any portion of the Project or Annexable Area, and (ii) 67% of the total voting power of the Association.

12.4 MORTGAGEE APPROVAL

Notwithstanding anything to the contrary herein, any approval of any Mortgagee or any other holder, insurer or guarantor of any Mortgage required under this Declaration (excluding approval by the FHA or VA) shall be deemed given if no written notice of disapproval is received by the Association within 30 days following written request for approval by the Association to such Mortgagee or other holder, insurer or guarantor of a Mortgage, which request shall be sent by certified mail.

12.5 NOTICES

Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, by mail or by telecopy. For the purposes of this provision, personal delivery shall include service by a reputable overnight carrier which provides a receipt indicating date and time of delivery, location of delivery and person to whom transmitted. If delivery is made by mail, it shall be deemed to have been delivered 48 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the Residence of 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. If delivery is made by telecopy, it shall be deemed to have been delivered when sent. Any notice sent by telecopy must be confirmed within 48 hours by letter mailed or personally delivered in accordance with the foregoing. Notwithstanding anything to the contrary herein, each Person entitled to notice under this Declaration shall be entitled to specify only one address, telecopy number or combination thereof at which to receive notice, which address and number shall be located in the United States.

12.6 ENFORCEMENT AND NON-WAIVER

(a) *Right of Enforcement.* Except as otherwise expressly provided herein, the Association, any Owner and Declarant (so long as Declarant shall own any portion of the Project or the Annexable Area), shall have the right to enforce any or all of the provisions of the Restrictions against any property within the Project and the Owners thereof. Such right shall include an action for damages, as well as an action to enjoin any violation of the Restrictions. Each Owner and Declarant (so long as Declarant shall own any portion of the Project or the

Annexable Area) shall have a right of action against the Association for its failure to comply with the Restrictions.

(b) *Violations and Nuisance.* Every act or omission whereby any provision of the Restrictions is violated in whole or in part is hereby declared to be a nuisance and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result and may be exercised by any Person entitled to enforce the Restrictions.

(c) *Violation of Law.* Any violation of any federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Project is hereby declared to be a violation of the Restrictions and subject to all of the enforcement procedures set forth in the Restrictions.

(d) *Remedies Cumulative.* Each remedy provided herein and by the Restrictions is cumulative and not exclusive. The Association may, at its option, without waiving the right to enforce its lien, bring a suit at law to enforce each assessment obligation.

(e) *Non-Waiver.* The failure of the Association to enforce any of the provisions of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of the Restrictions.

(f) *Attorneys' Fees.* Any judgment rendered in any action, arbitration or proceeding in connection with this Declaration shall include a sum for attorneys' fees in such amount as the court or arbitrator may deem reasonable, in favor of the prevailing party, as well as the amount of delinquent payment (if applicable), interest thereon, late charges (if any) and court or arbitration costs.

12.7 MANDATORY DISPUTE RESOLUTION

Notwithstanding anything to the contrary herein, prior to bringing any action or proceeding relating to *this* Declaration or the Association to which Idaho Code Title 9 Chapter 8 applies, the Association and all Owners shall comply in all respects with the requirements of Idaho Code 9-801 *et seq.*

12.8 INTERPRETATION

(a) *Restrictions Construed Together.* All of the provisions of this Declaration shall be independent and several and shall be liberally construed with the other provisions herein to promote and effectuate the fundamental concepts of the Project as set forth in this Declaration. This Declaration shall be construed and governed by the laws of the State of Idaho. The inclusion in this Declaration, the Articles, the Bylaws, or any other governing document of the Association of a provision that violates any provision of Idaho Code does not render any other provisions of the governing document invalid or otherwise unenforceable if the other provisions of the governing document can be given effect in accordance with their original intent and the provisions of Idaho Code.

(b) *Singular Includes Plural; Gender Specification.* Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

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

(d) *Scope.* All references to sections, schedules and exhibits are to sections, schedules, and exhibits in or to this Declaration unless otherwise specified. Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import when

used in this Declaration shall refer to this Declaration as a whole and not to any particular provision of this Declaration.

12.9 NO PUBLIC DEDICATION

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Project to the public, or for any public use.

12.10 CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Project does consent and agree, and shall be conclusively deemed to have consented and agreed, to every limitation, Restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired an interest in the Project, or any portion thereof.

12.11 NO PRESENTATIONS OR WARRANTIES

No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Project or any portion of the Project, or any Improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance or taxes, except as specifically and expressly set forth in this Declaration and except as may be filed by Declarant from time to time with the Agency or with any other governmental or public authority having jurisdiction thereof. Nothing in this Declaration shall obligate the Declarant to develop any portion of the Project or the Annexable Area as currently planned or to annex all or any portion of the Annexable Area.

12.12 NON-LIABILITY AND INDEMNIFICATION

Except as specifically provided in the Restrictions or provided by law, no right, power, or responsibility conferred on the Board of Directors or the Architectural Review Committee by this Declaration, the Articles or Bylaws shall be construed as a duty, obligation or disability charged upon the Board of Directors, the Architectural Review Committee, any member of the Board of Directors or of the Architectural Review Committee, or any other officer, employee, consultant or agent of the Association. No such Person shall be liable to any party for injuries or damage resulting from such Person's acts or omissions, either within what such Person reasonably believes to be the scope of his Association duties, or actually within the scope of such duties, except to the extent that such injuries or damage result from such Person's willful or wanton misfeasance or gross negligence. The Association shall indemnify and hold harmless any such Person for all losses, claims, damages, obligations, fines and penalties, and pay all costs of defense, arising from such Person's acts or omissions either when acting within what such Person reasonably believed to be within the scope of his Association duties, or when actually acting with the scope of such duties, unless and until it is proven in a court of appropriate jurisdiction that such Person acted with willful or wanton misfeasance or with gross negligence. After such proof, the Association shall no longer be liable for the cost of defense and may recover from such Person costs previously expended by Association on such Person's behalf. The Declarant, the Association, the members of the Board of Directors and the members of the Architectural Review Committee and all other officers, employees, consultants and agents of any of them are not liable to the victims of crimes occurring on or about the Project. Punitive damages may not be recovered against the Association, but may be recovered from Persons who caused such damages to the extent provided by applicable law. The entitlement to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees, or devisees of any Person entitled to such indemnification.

12.13 FHA/VA APPROVAL

In the event Declarant obtains VA or FHA approval of the Project, for so long as Declarant has effective control of the Association, the following actions will require the prior approval of the FHA and the VA, as applicable: (a) annexation of any Annexable Area that is intended to include Lots encumbered by Mortgages insured or guaranteed by the FHA or VA, (b) dedication, conveyance or Mortgage of Common Elements; (c) any amendment of this Declaration materially affecting or impairing the interests of the FHA or VA, and (d) any merger, consolidation or dissolution of the Association.

12.14 PRIORITIES AND INCONSISTENCIES

If there are conflicts or inconsistencies between this Declaration and either the Articles or the Bylaws, the terms and provisions of this Declaration shall prevail.

12.15 INTERPRETATION OF RESTRICTIONS

All questions or interpretation of the Restrictions, shall be resolved by Declarant, for so long as Declarant owns any property in the Project or Annexable Area, and thereafter by the Board of Directors, and their decision shall be final, binding and conclusive on all the parties affected.

12.16 SEVERABILITY

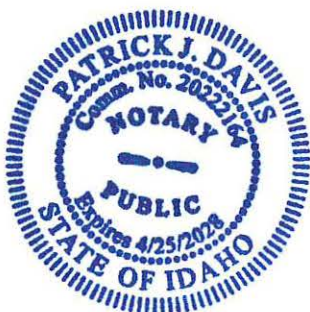
Invalidation of any provision in this Declaration by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Brian Ball has executed the foregoing Notice as of the date and year first written above.

By: [Signature]
McCORMICK RANCH, LLC

STATE OF IDAHO
COUNTY OF BANNOCK } ss.

On this 23rd day of August, in the year 2022 before me, Patrick Davis, a Notary Public in and for said State, personally appeared Brian Ball known or identified to me to be the Managing Member of the Limited Liability Company known as McCORMICK RANCH, LLC who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name



[Signature]
NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION OF THE
INITIAL PROPERTY

LEGAL DESCRIPTION – TRAIL CREEK ESTATES HOMEOWNER'S ASSOCIATION

TRAIL CREEK ESTATES – DIVISION 1-4 AND ADDITIONAL LANDS LOCATED IN THE SOUTHEAST QUARTER OF NORTHEAST QUARTER (SE1/4 OF NE1/4) AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION 28, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 OF NW 1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 OF SW 1/4) OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BEING A BANNOCK COUNTY BRASS CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION RECORDED AS INSTRUMENT NO. 92000840 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY;

THENCE SOUTH 0°58'30" WEST (BASIS OF BEARINGS PER CENTRAL MERIDIAN OF EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM) ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 1316.53 FEET TO THE NORTH 1/16 CORNER ON THE EAST LINE OF SAID SECTION 28; THENCE SOUTH 0°16'41" WEST, CONTINUING ALONG THE EAST LINE OF SECTION 28, A DISTANCE OF 200.40 FEET; THENCE SOUTH 89°42'21" WEST A DISTANCE OF 56.17 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 32°49'54" WEST A DISTANCE OF 193.99 FEET;

THENCE SOUTH 7°28'51" EAST A DISTANCE OF 183.74 FEET;

THENCE SOUTH 14°55'56" EAST A DISTANCE OF 316.33 FEET TO AN ANGLE POINT ON THE EAST BOUNDARY LINE OF TRAIL CREEK ESTATES – DIVISION 3, A SUBDIVISION RECORDED UNDER INSTRUMENT NO. 22010374;

THENCE SOUTH 40°09'12" EAST, ALONG SAID BOUNDARY LINE, A DISTANCE OF 125.62 FEET TO AN ANGLE POINT ON THE NORTH BOUNDARY LINE OF TRAIL CREEK ESTATES – DIVISION 1, A SUBDIVISION RECORDED UNDER INSTRUMENT NO. 20817671;

THENCE FOLLOWING ALONG THE NORTH, EAST AND SOUTH BOUNDARY LINES OF TRAIL CREEK ESTATES – DIVISION 1 OVER THE FOLLOWING TEN (10) COURSES:

1. NORTH 47°27'11" EAST A DISTANCE OF 107.29 FEET;
2. NORTH 58°56'12" EAST A DISTANCE OF 169.09 FEET;

3. SOUTH 35°05'48" EAST A DISTANCE OF 1032.77 FEET;
4. SOUTH 54°57'35" WEST A DISTANCE OF 349.67 FEET TO A POINT OF TANGENCY WITH A 954.96 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 35°02'25" WEST;
5. FOLLOWING ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°18'22" FOR AN ARC LENGTH OF 188.44 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 60°36'46" WEST A DISTANCE OF 188.13 FEET) TO A POINT OF TANGENCY;
6. SOUTH 66°15'57" WEST A DISTANCE OF 316.66 FEET;
7. NORTH 23°44'03" WEST A DISTANCE OF 33.00 FEET;
8. NORTH 24°41'27" EAST A DISTANCE OF 26.54 FEET TO A POINT OF NON-TANGENCY WITH A 130.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 73°06'56" EAST;
9. THENCE FOLLOWING ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°24'09" FOR AN ARC LENGTH OF 78.06 FEET (THE CHORD OF SAID CURVE BEARS NORTH 0°19'01" EAST A DISTANCE OF 76.89 FEET) TO A POINT OF TANGENCY;
10. NORTH 17°31'05" EAST A DISTANCE OF 41.86 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF TRAIL CREEK ESTATES – DIVISION 2, A SUBDIVISION RECORDED UNDER INSTRUMENT NO. 21913215;

THENCE FOLLOWING ALONG THE SOUTHEASTERLY AND SOUTHWESTERLY BOUNDARY LINES OF SAID SUBDIVISION OVER THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 60°40'49" WEST A DISTANCE OF 760.81 FEET;
2. NORTH 34°51'13" WEST A DISTANCE OF 223.40 FEET;
3. SOUTH 54°56'24" WEST A DISTANCE OF 11.64 FEET;
4. NORTH 36°34'32" WEST A DISTANCE OF 283.04 FEET;

THENCE NORTH 44°02'30" WEST A DISTANCE OF 2.01 FEET;

THENCE SOUTH 68°40'55" WEST A DISTANCE OF 22.52 FEET;

THENCE NORTH 8°58'41" WEST A DISTANCE OF 436.03 FEET;

THENCE SOUTH 68°39'40" WEST A DISTANCE OF 138.76 FEET;

Focused on Solutions

THENCE NORTH 23°44'07" EAST A DISTANCE OF 205.88 FEET;

THENCE NORTH 10°16'03" WEST A DISTANCE OF 10.13 FEET;

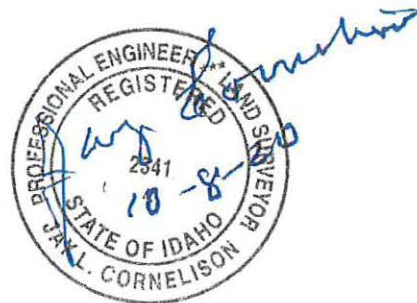
THENCE NORTH 51°39'30" EAST A DISTANCE OF 12.10 FEET;

THENCE NORTH 23°44'07" EAST A DISTANCE OF 274.32 FEET TO A POINT ON THE PRESENT CITY OF POCA TELLO CITY LIMITS AS DESCRIBED IN ORDINANCE NO. 2789 AND RECORDED UNDER INSTRUMENT NO. 20614097;

THENCE FOLLOWING ALONG SAID CITY LIMITS OVER THE FOLLOWING FOUR (4) COURSES:

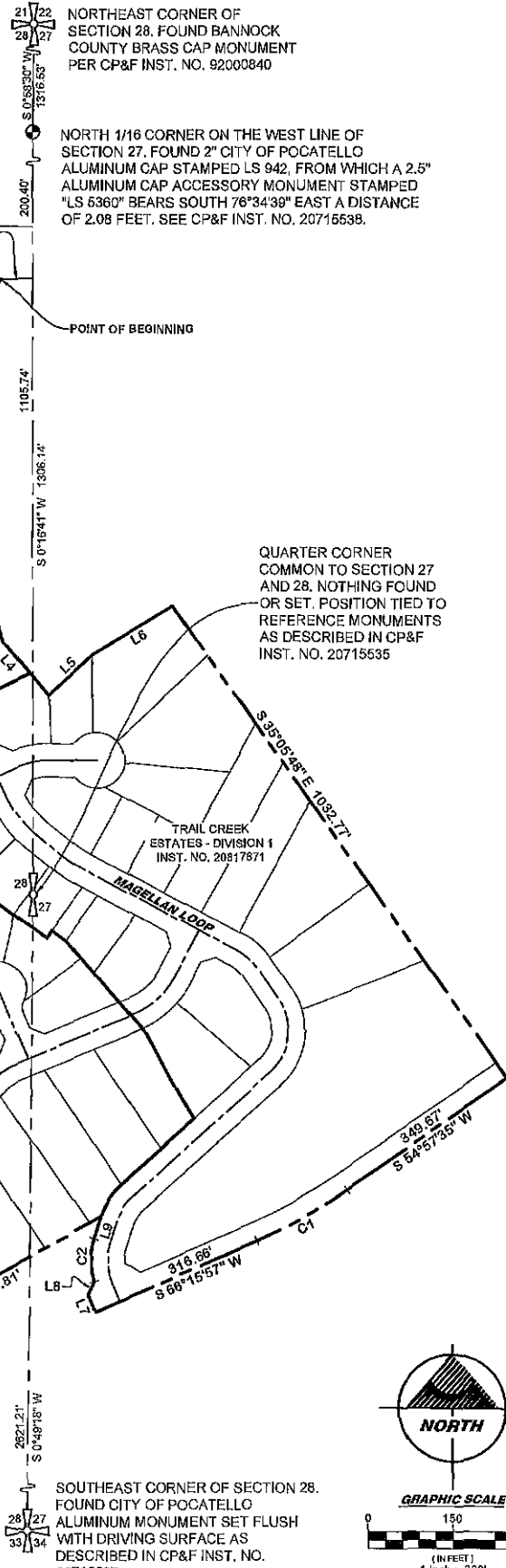
1. NORTH 7°10'36" EAST A DISTANCE OF 436.35 FEET;
2. NORTH 37°11'39" EAST A DISTANCE OF 241.70 FEET;
3. NORTH 54°09'17" EAST A DISTANCE OF 328.33 FEET, MORE OR LESS;
4. NORTH 89°42'21" EAST A DISTANCE OF 351.46 FEET, MORE OR LESS, TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 49.66 ACRES, MORE OR LESS.



DISPLAY MAP FOR:
TRAIL CREEK ESTATES HOME OWNER'S ASSOCIATION

TRAIL CREEK ESTATES - DIVISIONS 1-4 AND ADDITIONAL LANDS LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 OF NE 1/4) AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION 28, AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 OF NW1/4) AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW1/4 OF SW1/4) OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



LINE TABLE		
#	BEARING	DISTANCE
L1	S 32°49'54" W	193.99'
L2	S 07°28'51" E	183.74'
L3	S 14°56'56" E	316.33'
L4	S 40°09'12" E	125.62'
L5	N 47°27'11" E	107.29'
L6	N 58°56'12" E	169.09'
L7	N 23°44'03" W	33.00'
L8	N 24°41'27" E	26.54'
L9	N 17°31'05" E	41.86'
L10	S 54°56'24" W	11.64'
L11	N 44°02'30" W	2.01'
L12	S 68°40'55" W	22.52'
L13	S 68°39'40" W	138.76'
L14	N 23°44'07" E	205.88'
L15	N 10°18'03" W	10.13'
L16	N 51°39'30" E	12.10'
L17	N 23°44'07" E	274.32'

CURVE TABLE						
#	RADIUS	Δ	ARC LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	954.93'	11°18'22"	188.44'	94.52'	S 60°36'46" W	188.13'
C2	130.00'	34°24'09"	78.06'	40.24'	N 00°19'01" E	76.89'

RMES
 Engineers ♦ Surveyors ♦ Planners

301 56th St. W. #138 ♦ Williston, ND 58801 ♦ (701) 572-0110
 600 E. Oak St. ♦ Pocatello, ID 83201 ♦ (208) 234-0110
 www.RMES.biz

EXHIBIT B
LEGAL DESCRIPTION OF THE
ANNEXABLE AREA

Parcel: RPR3853020702

Legal Description: S21-T6S-R34E TR SW4SE4 TAX 232 18.28 AC
Deed: 21709377 Old Deed: 20608851
Approximate (GIS) calculated acreage: 18.30

Parcel: RPRPCPP148100

Legal Description: S21-T6S-R34E TR SW4SE4 TAX 231 12.62 AC COUNT PROP IN POCA
Deed: 21709377 Old Deed: 20608851
Approximate (GIS) calculated acreage: 12.65

Parcel: RPRPCPP045717

Legal Description: S21-T6S-R34E TR NE4SE4 TAX 241 16.38 AC TR SE4SE4 TAX 240
6.14 AC TR SW4SE4 TAX 238 2.90 AC COUNT PROP IN POCA
Deed: 21709377 Old Deed: 20608851
Approximate (GIS) calculated acreage: 25.51

Parcel: RPRPRTC000600

Legal Description: S21-T6S-R34E LOT 6 22.97 AC BLOCK 1 THE RIDGES AT TRAIL
CREEK
Deed: 22206785 Old Deed: 22121689
Approximate (GIS) calculated acreage: 22.97

Parcel: RPRPCPP045715

Legal Description: S21-T6S-R34E TR SE4SE4 TAX 237 3.40 AC COUNT PROP IN POCA
Deed: 21709377 Old Deed: 20608851
Approximate (GIS) calculated acreage: 3.40

Parcel: RPRPCPP148200

Legal Description: S28-T6S-R34E TR NE4NW4 TAX 98 18.42 AC NW4NE4 40.00
AC COUNT PROP IN POCA
Deed: 21709377 Old Deed: 20608851
Approximate (GIS) calculated acreage: 58.74

Parcel: RPR3853028016

Legal Description: S28-6S-R34E TR SEC 28 TAX 97 57.91 AC
Deed: 22006192 Old Deed: 21719144
Approximate (GIS) calculated acreage: 54.17

Parcel: RPR3853028008

Legal Description: S28-T6S-R34E TR E2SE4 TAX 60 0.25 AC TR E2SE4 TAX 61 3.70 AC
Deed: 22006192 Old Deed: 21719144
Approximate (GIS) calculated acreage: 3.46

Parcel: RPRPCPP093214

Legal Description: S28-T6S-R34E TR E2SE4 TAX 93 4.05 AC COUNT PROP IN POCA
Deed: 21801605 Old Deed: 21719144
Approximate (GIS) calculated acreage: 4.07

Parcel: RPR3853028909

Legal Description: S28-T6S-R34E TR SE4NE4 TAX 67 1.30 AC
Deed: 22006192 Old Deed: 21719144
Approximate (GIS) calculated acreage: 1.38

EXHIBIT C

DEFINITIONS

Act means only those sections of the Idaho Code to which the Project is subject.

Agency shall mean the Idaho Real Estate Commission, or any other such governmental agency which administers the sale of subdivided lands pursuant to Idaho Code or common interest communities pursuant to the Act, or any similar statutes or ordinances hereinafter enacted.

Annexable Area shall mean the real property described in Exhibit B, all, or any portion of which may from time to time be made subject to this Declaration pursuant to the provisions of Article II.

Annexed Territory shall mean portions of the Annexable Area from time to time added to the Initial Property covered by this Declaration.

Approved Units shall mean the Single-Family Residential Lots created by the map and more particularly described on Exhibits A and final map(s)

Architectural Review Committee or ARC shall mean the Architectural Review Committee created pursuant to Section 7.1

ARC Rules shall have the meaning ascribed to such term in Section 7.4.

Articles shall mean the Articles of Incorporation of the Association to be filed in the Office of the Secretary of State of the State of Idaho, as such Articles may from time to time be amended,

Assessment Unit shall mean the Assessment Unit allocated to each Lot in accordance with Section 6.3.

Assessment Year shall mean the calendar year, or such other 12 consecutive calendar month period selected by the Board of Directors for the levying, determining, and assessing of Common Assessments under this Declaration.

Assignment and Assumption Agreement shall have the meaning set forth in Section 9.2(h) and in Exhibit E.

Association shall mean Trail CREEK ESTATES Homeowners Association, an Idaho non-profit corporation, formed under the laws of the State of Idaho, its successors, and assigns.

Beneficiary shall mean a Mortgagee under a Mortgage or a Beneficiary under a Deed of Trust and the assignees of such Mortgagee or Beneficiary.

Board of Directors shall mean the Board of Directors of the Association, elected in accordance with the Articles and the Bylaws of the Association and this Declaration.

Budget shall mean the annual budget for the Association for each Assessment Year, as prepared pursuant to Section 6.4.

Bylaws shall mean the Bylaws of the Association as such Bylaws may from time to time be amended.

Capital Improvement Assessment shall mean a charge against each Owner and each Owner's Lot representing a portion of the costs to the Association for installation or construction of any Improvements on any portion of the Common Elements which the Association may from time to time authorize pursuant to the provisions of this Declaration.

Common Assessment shall mean an annual charge to fund Common Expenses, including without limitation, all costs of administering and enforcing this Declaration (excluding Special Assessments assessed against and paid by particular Owners), all costs of maintaining, improving, repairing, replacing, managing and operating the Common Elements and all costs of operating, managing, and administering the Association.

Common Elements shall mean all the real property, together with the Improvements located thereon and personal property located within the Project now or hereafter owned by the Association, or with respect to which the Association has an easement, license or other right or obligation for the use, care or maintenance thereof, held for the common benefit, use and enjoyment of all of the Owners, as further provided in Article III. The Common Elements shall include those areas designated as such on the Final Map.

Common Expenses shall include, without limitation, the actual and estimated costs of

(a) Maintenance, management, operation, repair, reconstruction, and replacement of the Common Elements;

(b) Unpaid Special Assessments and Capital Improvement Assessments, including those costs not paid by the Owner responsible for payment, together with all costs incurred in connection with enforcement thereof,

(c) Management and administration of the Association, including, but not limited to, compensation paid by the Association to Managers, accountants, attorneys, and other employees;

(d) All utilities, water and sewer service, gardening, trash pick-up and disposal, and other services benefiting the Common Elements or the Association;

(e) Fire, casualty and liability insurance, workers' compensation insurance, and other insurance, including fidelity bonds;

(f) any other insurance obtained by the Association;

(g) bonding the members of the management body, any professional managing agent or any other Person handling the funds of the Association;

(h) taxes paid by the Association;

(i) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Elements, or portions thereof;

(j) prudent reserves;

(k) maintenance by the Association of areas within the public right-of-way of public streets in the vicinity of the Project, whether or not conveyed to the Association as part of the Common Elements;

(l) subject to applicable law and the Restrictions, judgments against and payable by the Association;

(m) any other item or items designated by the Association for any reason whatsoever in connection with the Common Elements, the Association, or this Declaration.

Control Termination Date shall mean the date of termination of the period in which Declarant is entitled to appoint all or a majority of the members of the Board of Directors as provided in Section 4.2(b).

Declarant shall mean McCormick Ranch, LLC, an Idaho limited liability company, its successors, or other Person to which it shall have assigned any Declarant rights hereunder by an express written and Recorded assignment as provided herein. Any such assignment may include all or only specific rights of the Declarant hereunder and may be subject to such conditions and limitations as Declarant may impose in its sole and absolute discretion.

Declaration shall mean this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Trail CREEK ESTATES Homeowners Association, as amended, or supplemented from time to time.

Developmental Rights shall mean any right or combination of rights reserved by Declarant under this Declaration to (a) add real property to the Project, (b) create Lots or Common Elements within the Project, (c) subdivide Lots or convert Lots into Common Elements, or (d) withdraw real property from the Project.

Family shall mean (a) a group of natural Persons related to each other by blood or legally related to each other by marriage or adoption, or (b) a group of natural Persons not all so related, who maintain a common household in a Residence on a Lot.

FHA shall mean the Federal Housing Administration.

FHLMC shall mean the Federal Home Loan Mortgage Corporation.

FNMA shall mean the Federal National Mortgage Association.

Final Map shall mean, collectively, those Maps recorded in the Official Records of Bannock County, in the Office of the County Recorder of Bannock County, Idaho, recorded on August 7, 2008, September 2, 2019, June 19, 2020, and January 26, 2022, respectively, as Instrument Nos. 20817671, 21913215, 22010374, and 22201533, respectively, which describes therein the Lots, Common Elements and any easements encumbering the Project.

First Mortgage shall mean a Mortgage or Deed of Trust with first priority over other Mortgages or Deeds of Trust on a Single-Family Residential Lot.

First Mortgagee shall mean the holder of a First Mortgage.

First Security Interest shall mean a first priority interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation, including a lien created by a Mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association and any other consensual lien or contract for retention of title as security for an obligation.

GNMA shall mean the Government National Mortgage Association.

I.C. or Idaho Code shall mean the Idaho Statutes.

Improvements shall mean all original and later changes to buildings, Improvements, structures, equipment, fixtures, and appurtenances thereto of every type and kind placed in the Project. including but not limited to buildings, outbuildings, walkways, sprinkler pipes, grading, excavation, demolition, garages, swimming pools jacuzzi spas and other recreational facilities, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning and water softener fixtures or equipment and other exterior equipment, fixtures and apparatus.

Initial Property shall mean the real property described in Exhibit A to this Declaration.

Lot shall mean any Lot or parcel of land shown upon the Recorded final subdivision map of the Project, together with the Improvements, if any, thereon, including without limitation, a Single-Family Residential Lot. If two or more Lots are merged, they shall remain as two or more Lots for the purposes of Articles IV and VI.

Manager shall mean the Person, whether an employee or independent contractor, employed by the Association pursuant to the Bylaws, and delegated the authority to implement the duties, powers, or functions of the Association as the same may be limited by the Restrictions.

Member shall mean every Person holding a Membership in the Association pursuant to Section 4.3 hereof.

Membership shall mean a Membership in the Association pursuant to Section 4.3.

Mortgage shall mean any unreleased mortgage or deed of trust or other similar Recorded instrument, given voluntarily by the Owner of a Single Family Residential Lot, encumbering the Single Family Residential Lot to secure the performance of an obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. The term "Deed of Trust" or "Trust Deed" when used shall be synonymous with the term "Mortgage." "Mortgage" shall also mean any executory land sales contract, whether or not Recorded, in which the FHA, the VA, or the Secretary of the VA is identified as the seller, whether such contract is owned by or has been assigned by the FHA, the VA, or the Secretary of the VA. "Mortgage" shall not include any judgment lien, mechanic's lien, tax lien or other similarly involuntary lien or encumbrance on a Single Family Residential Lot.

Mortgagee shall mean a Person or entity to whom a Mortgage is made and shall include the Beneficiary of a Deed of Trust. The term "Beneficiary, shall be synonymous with the term "Mortgagee."

Mortgagor shall mean a Person who mortgages such Person's property to another (i.e., the maker of a Mortgage), and shall include the trustor of a Deed of Trust. The term "Trustor" shall be synonymous with the term "Mortgagor."

Notice of Annexation shall mean a Notice of Annexation as described in Section 2.4(b).

Notice of Lien shall mean a Notice of Lien as described in Article VI.

Notice and Hearing shall mean written notice and a hearing before the Board of Directors, a committee appointed by the Board of Directors, the Architectural Review Committee, or a committee appointed by the Architectural Review Committee, as applicable, at which the Owner concerned shall have an opportunity to be heard in person, or, at the expense of the Owner, by counsel, in the manner further provided in the Bylaws.

Owner shall mean the Person(s), including Declarant, holding (a) a fee simple interest to a Lot, or (b) a long-term ground leasehold interest of Record to a Lot, which is a part of the Project, excluding those Persons holding title as security for the performance of an obligation other than sellers under executory contracts of sale. For purposes of this Declaration, a "long-term ground leasehold interest" shall mean a leasehold interest having a term at the time of creation of such interest of 20 or more years.

Person shall mean a natural individual, a corporation, or any other entity with the legal right to hold title to real property.

Phase of Development shall mean (a) the Phases of Development in the Initial Property described in Exhibit A; and (b) as determined or approved in writing by Declarant in its sole and absolute discretion, each portion of the Project designated as a Phase of Development in a Notice of Annexation Recorded pursuant to Section 2.4. The Phases of Development described

in the documents referenced in (a) and (b) in this definition may be changed or amended from time to time by Declarant.

Priority Lien shall have the meaning provided in Section 6.15.

Project shall mean the Initial Property, together with such portions of the Annexable Area annexed to the property subject to this Declaration and to the jurisdiction of the Association pursuant to Article II.

Quorum shall mean (a) the presence in person or by proxy at the beginning of any meeting of the Members (whether or not such Members remain present throughout the meeting) of Persons entitled to cast at least 20% of the total votes, in person or by proxy, or (b) the presence at the beginning of any meeting of the Board of Directors (whether or not such members of the Board of Directors remain present throughout the meeting) of Persons entitled to cast at least 50% of the votes of the Board of Directors.

Record, Recorded, Filed and Recordation shall mean the Recordation or Filing of any document in the Office of the County Recorder of the County of Bannock, State of Idaho.

Residence shall mean a dwelling on a Single-Family Residential Lot, intended for use and occupancy by a single Family.

Restrictions shall mean this Declaration, the Articles, the Bylaws, the ARC Rules, the rules, and regulations adopted by the Association and any agreement referred to herein or incorporated herein by reference.

Single Family Residential Lot shall mean a Lot containing or intended to contain a single Residence, together with the Improvements, if any, thereon.

Special Assessment shall mean the Assessments described in Section 6.8.

VA shall mean the U.S. Department of Veterans Affairs of the United States of America and any department or agency of the United States that succeeds to the VA's functions of issuing guaranties of notes secured by Mortgages on residential property.

EXHIBIT D

FORM OF NOTICE OF ANNEXATION

Recording Requested By,
And When Recorded Return To:

ECHO HAWK & OLSEN, PLLC
Attn: Patrick J. Davis, Esq.
505 Pershing Avenue, Ste. 100
Pocatello, ID 83205

NOTICE OF ANNEXATION

This Notice of Annexation ("Notice") is made on this ___ day of 20___, by
_____ ("_____") with reference to the following facts:

RECITALS

A. _____ is the Owner of the following real property located in the County
of Bannock, State of Idaho:

described herein as the "Annexed Territory."

B. On___,20___, a Declaration of Covenants, Conditions Restrictions and
Reservation of Easements for _____ (the "Declaration") was Recorded in the office of

the Recorder of Bannock County, Idaho, as Instrument No. _____ in Book _____, covering certain real property described therein and referred to herein as the "Project".

C. Article II of the Declaration provides for the annexation of the Annexed Territory to the Project.

Now, THEREFORE, _____ hereby declares that the Annexed Territory shall be held, sold, conveyed, hypothecated, encumbered, leased, used, occupied, and improved subject to the provisions, covenants, conditions, restrictions, reservations and limitations contained in the Declaration and this Notice (collectively, the "CC&Rs"), all of which are declared and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Annexed Territory and every part and portion thereof, as follows:

1. Establishment of Restrictions and Enforcement All of the CC&Rs in the Declaration and this Notice are hereby established and imposed upon the Annexed Territory for the benefit of the Annexed Territory and each and every portion thereof and each and every Owner of an interest of any kind or character therein. Each and all of the CC&Rs shall run with the land in the Annexed Territory and shall be binding on all parties (whether Owners, occupants or otherwise) having or acquiring a right, title or interest in the Annexed Territory or any part thereof. Every Person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Annexed Territory is and shall be conclusively deemed to have consented and agreed to each and all of the CC&Rs, whether or not any reference to the CC&Rs or this Notice is contained in the instrument by which such Person acquired an interest in the Annexed Territory. Each and all of said CC&Rs shall be enforceable by _____, any Owner, and the Association, as provided in the Declaration.

2. Construction of Instruments The provisions of the Declaration and this Notice shall be liberally construed to effectuate the purposes contained herein. To the extent that any provision of this Notice conflicts with the provisions of the Declaration, the latter shall control. Any capitalized term used herein not otherwise defined herein shall have the meaning assigned thereto in the Declaration.

3. Phase of Development _____ hereby declares that the above-described Annexed Territory constitutes a separate Phase of Development (as defined in the Declaration).

(this portion of this page intentionally left blank)

4. Consent. _____ hereby consents to this Notice and the annexation of the above-described Annexed Territory.

IN WITNESS THEREOF, _____ has executed the foregoing Notice as of the date and year first written above.

COMPANY:

By: _____

STATE OF IDAHO
COUNTY OF BANNOCK } ss.

This instrument was acknowledged before me on _____ by _____ as
_____ of _____, LLC/Inc.

NOTARY PUBLIC

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

Recording Requested By,
And When Recorded Return To:

ECHO HAWK & OLSEN, PLLC
Attn: Patrick J. Davis, Esq.
505 Pershing Avenue, Ste. 100
Pocatello, ID 83205

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is entered into as of this _ day of __, 20__, by and between _____ an Idaho LLC/corporation ("Assignor"), and _____ Homeowners Association, an Idaho non-profit corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Elsinore recorded _____, 20__, in Book as Instrument No. _____, in the Official Records of Bannock County, Idaho ("Declaration"); and

WHEREAS, the Declaration provides for, among other things, the right of Declarant to assign the Maintenance Obligations (as hereinafter defined) in connection with the Common Elements (as defined in the Declaration) to the Assignee and the obligation of the Assignee to assume the Maintenance Obligations.

Now, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably assigns, sets over, transfers and conveys to Assignee all of Assignor's rights and obligations to maintain the Common Elements as set forth in the Declaration (collectively, the "Maintenance Obligations") and Assignee hereby accepts this assignment and expressly assumes the Maintenance Obligations. Furthermore, Assignee agrees to keep, perform and fulfill all of the Maintenance Obligations which are required to be kept, performed and fulfilled thereunder, effective from and after the date hereof.

2. This Agreement may be executed in one or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed, shall be deemed an original but all such counterparts shall constitute one and the same instrument.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

4. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ASSIGNOR:

_____ an Idaho LLC/corporation

By: _____

ASSIGNEE:

_____ HOMEOWNERS ASSOCIATION
An Idaho non-profit corporation

By: _____

STATE OF IDAHO }
COUNTY OF BANNOCK } ss.

This instrument was acknowledged before me on _____ by _____ as
_____ of _____, LLC/Inc.

NOTARY PUBLIC

STATE OF IDAHO

COUNTY OF BANNOCK } ss.

This instrument was acknowledged before me on _____ by _____ as
_____ of _____, LLC/Inc.

NOTARY PUBLIC

EXHIBIT F

**ARTICLES OF INCORPORATION FOR
TRAIL CREEK ESTATES HOMEOWNERS ASSOCIATION**



0004828023



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
ARTICLES OF INCORPORATION (NONPROFIT)
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$30.00

For Office Use Only
-FILED-
 File #: 0004828023
 Date Filed: 8/17/2022 9:41:19 PM

B0734-1672 08/17/2022 9:41 PM Received by ID Secretary of State Lawrence Denney

Articles of Incorporation (Nonprofit)					
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee \$30)				
Article 1: Corporation Name					
Entity name	Trail Creek Estates Homeowners Association, Inc.				
Article 2: Effective Date					
The corporation shall be effective	when filed with the Secretary of State.				
Article 3: Purpose					
The purpose for which the corporation is organized is:	Homeowners Association				
Article 4: Voting Members:					
The corporation	has voting members.				
Article 5: Asset Distribution on Dissolution					
Upon dissolution the assets shall be distributed:	the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.				
Article 6: IRS Designation					
Is this nonprofit a 501(c)3?	No				
Article 7: The mailing address of the corporation shall be:					
Mailing Address	ROD FURNISS 346 N 4456 E RIGBY, ID 83442-4954				
Article 8: Registered Agent Name and Address					
Registered Agent	Registered Agent Rod Furniss Physical Address: 346 N 4456 E RIGBY, ID 83442 Mailing Address: 346 N 4456 E RIGBY, ID 83442-4954				
<input checked="" type="checkbox"/> I affirm that the registered agent appointed has consented to serve as registered agent for this entity.					
Article 9: Incorporator Name(s) and Address(es)					
<table border="1"> <thead> <tr> <th>Name</th> <th>Incorporator Address</th> </tr> </thead> <tbody> <tr> <td>Rod Furniss</td> <td>ROD FURNISS 346 N 4456 E RIGBY, ID 83442</td> </tr> </tbody> </table>		Name	Incorporator Address	Rod Furniss	ROD FURNISS 346 N 4456 E RIGBY, ID 83442
Name	Incorporator Address				
Rod Furniss	ROD FURNISS 346 N 4456 E RIGBY, ID 83442				
Article 10: Director Name(s) and Address(es)					
<table border="1"> <thead> <tr> <th>Name</th> <th>Title</th> <th>Director Address</th> </tr> </thead> <tbody> </tbody> </table>		Name	Title	Director Address	
Name	Title	Director Address			



B0734-1673 08/17/2022 9:41 PM Received by ID Secretary of State Lawrence Denney

Rod Furniss	Director	346 N 4456 E RIGBY, ID 83442
Brian Ball	Director	547 PARTRIDGE LANE REXBURG, ID 83440
Dannis Adamson	Director	158 S MAIN ST POCATELOO, ID 83204

The Articles of Incorporation must be signed by at least one Incorporator.

<i>Rod Furniss</i>	<u>08/17/2022</u>
Rod Furniss	Date

EXHIBIT G
BYLAWS FOR
TRAIL CREEK ESTATES HOMEOWNERS ASSOCIATION