

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
INDIAN MEADOWS SUBDIVISION

WHEREAS, the Declarant is the owner of a certain tract of land in the County of Adams, State of Idaho, described as follows: Lots 1 through 9 inclusive of Block 1, and Lots 1 through 7 inclusive of Block 2 as shown on the plat of Indian Meadows Subdivision, recorded in the office of the Recorder of the County of Adams, State of Idaho on November 5, 1980.

WHEREAS, the Declarant is about to sell, dispose of, lease or convey in portion said hereinabove described property which it desires to subject, in accordance with a general plan or scheme of improvement, to certain easements, restrictions, conditions, covenants and agreements between it and the acquirers of users of said property as hereinafter set forth.

WHEREAS, it is the intent of the Declarant to provide a means for maintaining, controlling and preserving the area as a residential community with the amenities desirable for residential living and it is assumed that purchasers of property in the development of Indian Meadows Subdivision will be motivated to preserve these qualities through community cooperation and by enforcing not only the letter but also the spirit of this Declaration.

NOW THEREFORE, Declarant declares that said hereinabove described property is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following easements, restrictions, covenants and agreements between Declarant and the several owners and purchasers of said property and their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires the terms defined in this Article I shall, for all purposes of this Declaration, have the meanings herein specified.

ARCHITECTURAL CONTROL COMMITTEE: The term "Architectural Control Committee" shall mean the committee created pursuant to Article III.

COMMITTEE: the Term "Committee" shall mean the Architectural Control Committee.

DECLARANT: The term "Declarant" shall mean and refer to Indian Meadows Developers, its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

DWELLING UNIT: The term "Dwelling Unit" shall mean and refer to any portion of a building on a lot designed and intended for use and occupancy as a residence by a single family.

IMPROVEMENTS: the term "improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and all other structures or landscaping improvements of every type and kind.

LOT: The term "lot" shall mean any parcel or real property designated for residential use on the subdivision map pertaining to property which is subject to this Declaration.

INDIAN MEADOWS RESTRICTIONS; The term "Indian Meadows Restrictions" shall mean the covenants, conditions and restrictions set forth in this Declaration as it may from time to time be amended.

PUBLIC PURCHASER: The term "Public Purchaser" shall mean a purchaser who is unrelated to Declarant or any corporation, partnership, joint venture or other business entity in which Declarant has an ownership interest or over which (in this use including persons) Declarant exercises contractual or other control relating to the improvement development or sale of real property within Indian Meadows.