

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR MEADOWCREEK RIVER RANCH SUBDIVISION**

For Platted Lands in Adams County, Idaho.

THIS DECLARATION is made this 19TH day of JULY, 2001, by the McNeal Family Limited Partnership, hereinafter called "Declarant".

WHEREAS Declarant is the owner of the real property described in Article III of this Declaration ("the Property") and desires to create on a portion thereof a residential community;

WHEREAS Declarant desires to provide for the preservation of the values and amenities in the Property, and to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are intended for the mutual benefit of said property and of each owner of a portion thereof; and,

NOW, THEREFORE, the Declarant declares that the Property, and such additions to the Property as may be made pursuant to Article X hereof, is and shall be held, transferred, sold, conveyed and occupied subject to covenants, conditions, easements, charges, and liens hereinafter set forth.

**ARTICLE I
DECLARATION**

Declarant hereby declares that each lot, parcel or portion of the Property located within MeadowCreek River Ranch, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (I) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (II) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (III) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each Grantee or Owner and such Grantee's or Owner's respective successors in interest; and (IV) may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described.

Instrument # 100240

COUNCIL, ADAMS, IDAHO

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MICHAEL FISK Fee: 90.00

Ex-Officio Recorder Deputy _____

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**ARTICLE II
DEFINITIONS**

Architectural Control Committee: The term "Architectural Control Committee" shall mean the committee created pursuant to Article VIII.

Articles: "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

Assessments: "Assessments" shall mean those payments required of Residential Owners, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

Association: "Association" shall mean the MeadowCreek River Ranch Property Owners' Association.

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

Board: "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

Bylaws: "Bylaws" shall mean the Bylaws of the Association.

Committee: The term "Committee" shall mean the Architectural Control Committee.

Declarant: The term "Declarant" shall mean McNeal Family Limited Partnership, a Wyoming limited partnership, or its successors in interest, or any person or entity to whom rights under this Declaration are expressly transferred by McNeal Family Limited Partnership.

Declaration: The term "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions contained herein.

Dwelling, Dwelling Units: The terms "Dwelling" and "Dwelling Units" are interchangeable and shall mean any building or portion thereof located on a parcel and designed and intended for use and occupancy as a single family residence.

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.