

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.

RECORD; RECORDED: The term "record shall mean, with respect to any document, the recordation of said document in the office of the County Recorder of the County of Adams, State of Idaho.

RESIDENCE: the term "residence" shall mean a building or buildings, including any garage, carport or similar outbuilding, used for residential purposes.

SINGLE FAMILY RESIDENTIAL USE: The term "single family residential use" shall mean occupation and use of a single family dwelling in conformity with the Indian Meadows Restrictions and the requirements imposed by applicable zoning laws or other state or municipal rules and regulations.

ARTICLE II

PERMITTED USES AND RESTRICTIONS

2.01 LAND USE AND LIVING UNITS:

All of the subject lots in this subdivision shall be used and occupied solely as single family residential lots. All single family residences shall be subject to the following conditions:

A. No buildings other than one detached, a private garage for the use of the occupants of such residences, and other usual and appropriate out-buildings, strictly incident to and appurtenant to a private residence, shall be erected or maintained on any lot in said subdivision, and subject to said exception, no use whatsoever except in connection with its use and improvement as the site and grounds of a private resident, shall be made of any lot therein. The term "private residence", as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, sanitarium, hospital and the like, but is not intended to exclude a "guest house" for the entertainment of social guest nor servants quarters for servants or other employees employed upon the premises.

B. No residence or dwelling shall be erected or permitted to remain on any lot in said subdivision having a total floor area, exclusive of open porches, garage or other out-buildings, less than the following:

Single family resident 1000 square feet.

2.02 DWELLING AND BUILDING LOCATION:

No structure or any part thereof shall be erected upon any lots nearer to the street or streets adjacent thereto than the set back line shown and delineated on said official plat or map of said subdivision. No dwelling (including garage or other structure physically a part of such dwelling) shall be erected on any lot nearer than ten (10) feet from the said boundary thereof. Any garage or any structure not physically a part of the dwelling must be erected behind the front line of such dwelling and in such event may be located as near to the side boundary of the lot as is now or hereafter permissible under the provisions of the Building Code of the County of Adams.

2.03 FENCES:

Fences or other dividing structures not to exceed six (6) feet in heights, shall be permitted along the lot lines, except that no such fence or other dividing structures shall be permitted between the building setback line and the front lot line, as shown on the recorded subdivision map. All such fences or other dividing structures shall be constructed or either redwood or cedar, and shall be kept in good repair and maintained so as to offer a pleasant appearance.

2.04 TEMPORARY STRUCTURES:

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall any residential structure be moved on to said subdivision from any other location.

2.05 FRONT YARD LANDSCAPING:

No portion of any residential lot or plot of land between the street line and the main residential building or structure thereon shall be used for the planting or growing of garden vegetables, and all front yard landscaping (ie., lawns, shrubs, trees, flowers and other plants) shall be kept and maintained in a prudent manner and at regular intervals so as to preserve and enhance the natural beauty of the entire development.

2.06 GARBAGE AND REFUSE DISPOSAL:

None of the subject lots in this subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All such waste of this nature must be kept in sanitary containers, out of sight of the street, and removed from the lot at least once a week. All incinerators or other equipment for the storage or disposal of such waste material shall be maintained in a clean and sanitary condition at all times.

2.07 ANIMALS:

No animals, livestock or poultry of any kind shall be raised, bred or maintained on any of the subject lots in this subdivision, with the exception of domesticated dogs, cats or other household pets, which will be allowed, provided they are not raised, bred or maintained for any commercial purpose. Such household pets shall be confined to the lot and shall not be permitted to run loose within the subdivision. Any such household pets which clearly become a menace or nuisance shall not be allowed to remain on any such lot in this subdivision.

2.08 SIGNS:

No signs of any kind shall be displayed to the public view on any of the subject lots in the subdivision, except one (1) professional sign, not over three (3) square feet in area, displayed in a dignified manner, for the purpose of advertising such a lot in this subdivision for sale, lease or rent and signs used by a builder to advertise the property during the construction and sales period. The original subdivider may display signs in the subdivision during its sales program, for the purpose of advertising the sale of lots within the subdivision.

2.09 NUISANCES:

No noxious or offensive activities shall be carried on upon any of the subject lots in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, and there shall not be stored, kept, maintained or permitted to be upon any portion of any of the subject lots in this subdivision, not fully enclosed by permanent building, any old metal, broken down machinery or broken down material commonly designated as "junk". No heavy commercial equipment, heavy construction equipment, or dilapidated vehicles of any kind shall be parked and maintained on any street within this subdivision for a period of more than three(3) days. None of the aforementioned items shall ever be parked in a front yard of any of the subject lots in this subdivision. Adequate space shall be prepared on each such lot in this subdivision for off-street parking of owners personal automobiles. In this connection it shall be the responsibility of the owner of each lot to include plans for the construction of the driveway and driveway approach to the lot which shall be included in the site plan and submitted concurrently with the application for the building permit.

2.10 STORAGE OF PERSONAL PROPERTY

All boats, boat trailers, travel trailers, camper trailers, or automotive campers, or any other similar property stored on any one of the subject lots in this subdivision shall be stored on the rear portion of such lots, and, if such storage is intended to be of a permanent nature, said property shall be stored in an enclosed building of permanent design.

2.11 MISCELLANEOUS:

- A. All driveways constructed on each of the subject Lots in this subdivision shall be at least the recorded set back line as indicated on the recorded subdivision map.
- B. All clothes lines or other outside laundry facilities, if any, shall be maintained on the rear portion of each of the subjects lots in this subdivision, or shall be fenced in such a way as to prevent being seen from the street.
- C. It shall be the responsibility of the owners of the subject lots within this subdivision to make sure that their tenants, if any, are fully aware of and abide by all of the conditions set forth in this Declaration at all times.
- D. Weeds and shrubbery near the actual structure presenting a fire hazard, must be removed, and diligence in maintaining this shall become an obligation of the homeowner. If the homeowner fails to comply, the Architectural Control Committee may delegate persons to remove same at the expense of the homeowner.
- E. No antennas with the exception of television, FM radio or AM radio, shall be erected or maintained upon the outside of any building in this subdivision except such antennas as are approved by the Architectural Control Committee.

2.12 DECLARANT'S EXEMPTION:

Nothing contained in these Restrictions shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of structures or signs necessary or convenient to the development, sale, operation or other disposition of property within single family areas. This exemption shall terminate two (2) years after ninety five percent (95%) of the single family lots in Indian Meadows have been sold and conveyed to Public Purchasers.

2.13 RECOURSE FOR NONCOMPLIANCE:

Upon failure of owner to comply with this section after (15) fifteen days written notice, the Architectural Control Committee may, at its option, restore such portion of property and such area to the conditions in which it is required to be kept pursuant to the provision of this section, and may so maintain the same, and the reasonable costs and expense of such restoration and maintenance shall be paid for by such lot owner. In any suit brought by the "Committee", it shall be entitled to recover, in addition to such costs and expenses, reasonable attorney's fees to be fixed by the court.

No building, fence, wall or other permanent structure shall be erected, altered, or placed on any lot in said subdivision until building plans, specifications and plot plans showing the location of structures on the lot have been submitted to and approved in writing as to conformity and harmony of external design and as not interfering with the reasonable enjoyment of any other lot by an Architectural Control Committee composed of Ferd Muller, Lane Pearson and Reico, Inc.. Upon failure by the "Committee" or its designated representatives to approve or disapprove such plans and specifications within thirty (30) days after the same have been properly presented, approval thereof will be deemed to have been made, provided the proposed construction complies with all of the provisions of this declaration. If any member of the "Committee" resigns or is unable to act, the remaining members shall appoint his successor: Pending such appointment, the remaining members shall discharge the functions of the "Committee". At any time, the "Committee" may by recorded statement to that effect, relinquish the right herein reserved to appoint and maintain the "Committee", and at such time, or at any other time notwithstanding this provision, the then record owners of fifty percent (50%) or more of the lots in said subdivision may elect and appoint a "Committee", of three(3) or more of such owners to assume and exercise all of the powers and functions of the "Committee" specified herein. No member of any Architectural Control Committee, however created, shall receive any compensation or make any charge for his services as such.

3.02 ARCHITECTURAL APPROVAL

No single family resident or other improvement shall be placed, erected or altered on any lot until the owner has submitted the following information to the Architectural Control Committee and received prior written approval:

- A. Two (2) sets of plans and specifications for the proposed improvement.
- B. A plot plan of the lot showing the location of all existing and proposed improvements, and which also identifies the location, size and type of all trees proposed to be removed.
- C. Drawings showing all exterior elevations.
- D. A description of exterior materials and colors to be used on the proposed improvement.
- E. The owner's proposed construction schedule.

3.03 BASIS FOR APPROVAL OF IMPROVEMENTS:

The Architectural Control Committee shall grant the requested approval only if:

- A. The owner shall have strictly complied with the provisions of Section 3.02.
- B. The Architectural Control Committee finds that the plans and specifi-

cations conform to the Indian Meadows Restrictions, particularly to the "Committee" rules in effect at the time such plans were submitted to it.

- C. The members of the Architectural Control Committee, in their sole discretion, find that the proposed improvement would be compatible with the standards of Indian Meadows and the purposes of the Indian Meadows Restrictions as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.

3.04 FORM OF APPROVAL:

All approvals given under Section 3.03 shall be in writing; provided, however, that any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the "Committee" shall be deemed approved. One (1) set of plans as finally approved shall be retained by the "Committee" as permanent record.

3.05 PROCEEDING WITH WORK:

Upon receipt of approval from the "Committee" pursuant to Section 3.04 above, the owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval, said commencement to be, in all cases, within one (1) year from the date of such approval. If the owner shall fail to comply with this section, any approval given pursuant to Section 3.04 above, shall be deemed revoked unless the "Committee" upon written request of the owner made prior to the expiration of said one(1) year period, extends the time for such commencement. No such extension shall be granted except upon a finding by the "Committee" that there has been no change in the circumstances upon which the original approval was granted.

3.06 FAILURE TO COMPLETE WORK:

The owner shall in any event complete the construction, reconstruction, refinishing, or alteration of any such improvement within one(1) year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the owner or his agents. If owner fails to comply with this section, the Architectural Control Committee shall proceed in accordance with the provisions below as though the failure to complete the improvements were a noncompliance with approved plans.

3.07 COMPLETION OF CONSTRUCTION

- A. Any residence or other building in said subdivision, the construction of which has been started, shall be completed without delay, except when such delay is caused by acts of God, strikes, actual inability

ARTICLE III
ARCHITECTURAL CONTROL

3.01 ARCHITECTURAL CONTROL COMMITTEE:

of the owner to procure deliveries of necessary materials, or by interference by other persons or forces beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

- B. In the event of cessation of construction of any building for a period of 120 days, where such interruption is not excused by the provisions hereof, the existence of such incompleated buildings shall be deemed to be a nuisance, and the Architectural Control Committee shall have the right to enter upon said incompleated premises and remove the same, or carry such construction forward to completion, and the cost and expenses incurred in connection with such removal or completion shall constitute a lien upon said property under the Mechanic's Lien Law of the State of Idaho, such lien to attach as of the time of the commencement of work involved in affecting such removal or as of the time of the commencement of the work so undertaken to complete such construction, and may be enforced in the manner provided for the enforcements of mechanic's liens.

ARTICLE IV
GENERAL

4.01 EASEMENTS:

Easements and rights of way, as indicated upon the recorded plat of said subdivision, are reserved for the installation and maintenance of sewers, pole line and public utilities, and no building shall be placed upon such easements or interference made with the free use of the same for the purposes intended; and connections with sewers and the use thereof shall be for sanitary purposes only, unless permission for additional use or uses is previously secured from the governing body of the district or municipality operating and maintaining such sewers.

4.02 INSURANCE HAZARDS CREATED BY OWNER:

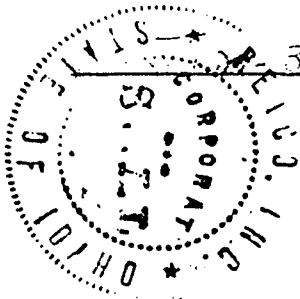
Nothing shall be done or kept on any lot which will increase the rate of insurance on any other lot without the approval of the "Committee". No owner shall permit anything to be done or kept on any lot which will result in the cancellation of insurance or which would be in violation of any law.

4.03 CONDITIONS OF RESTRICTIONS:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date hereof, after which time said covenants shall be automatically extended to successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

- A. Each grantee of a conveyance or purchaser under a contract or agreement, by accepting a deed or a contract of sale or agreement of purchase, accepts such subject to all of the covenants, restrictions and conditions set forth in this declaration and agrees to be bound by them.
- B. The various restrictive measures and provisions of these restrictions and covenants are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said subdivision and all the Owners, and failure promptly to enforce any measure or provision upon violation thereof, shall not stop or prevent enforcement hereafter or be deemed a waiver of the right to do so.
- C. Invalidation of any one of the covenants, conditions and restrictions herein by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- D. Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith or for value, but the title to any property subject to this declaration obtained through sale in satisfaction of any such mortgage or deed of trust, shall thereafter be held subject to all of the restrictions and provisions thereof.

IN WITNESS WHEREOF, said Declarant has executed this document on



March 3, 1957

INDIAN MEADOWS SUBDIVISION

BY: *Lure Miller*

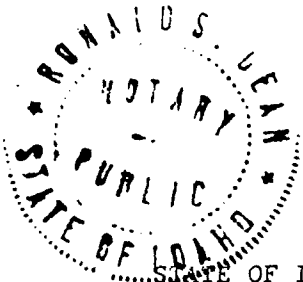
Reic Inc.
BY: *Harrel J. Morris*
Sec.

BY: *Lane Pearson*

STATE OF IDAHO)
)
County of Adams) ss

On this 21st day of July, 1981, before me, a Notary Public in and for the said State, personally appeared Darrel J. Morris, known to me to be the Secretary of Reico, Inc., and the person who executed the instrument on behalf of said Corporation, and acknowledged that such corporation 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.



Ronald S. Dean
Notary Public for Idaho
Residing at Council
My Commission Expires: 11-1984

STATE OF IDAHO)
)
County of Adams) ss

On this 30th day of January, 1981, before me, a Notary Public in and for said state personally appeared, Ferd Muller and Lane Pearson, known to me to be the persons who names are subscribed to the within instrument and acknowledged to me that they executed the same.



Ronald S. Dean
Notary Public for Idaho
Residing at Council, Idaho
My Commission Expires: 11-1984

INSTRUMENT NO. **61892**

State of Idaho
County of Adams

Filed for record at the request of

Adams County Abstract

38 min. past 2:00 o'clock P.M.

this 4th day of February, 1981

Bk 10M of Miscellaneous PG. 375

ESTHER STOVER, RECORDER

by *Pauline Stover*

Fee \$ 22.00 Deputy

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
INDIAN MEADOWS SUBDIVISION