

WHEN RECORDED MAIL TO:

Grayco Land Escrow, Ltd.
123 North Lake Street
Pasadena, California 91101

116379

State of Idaho
County of Lemhi
 Recorded at the request of
Grayco Land Escrow, Ltd.
March 16th 1971
 at 41 minutes past 1 o'clock
P. M. in File _____ of _____
Deed _____ Records of Lemhi
County, Idaho
Eleanor Aldous
 County Recorder
 By Opal Reddington
 Deputy
 Fee: \$4.00 Paid

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that,

WHEREAS, the Grayco Land Escrow, Ltd., a Corporation; is the owner of that certain real property situate in the County of Lemhi, State of Idaho, more particularly described as:

Salmon River Meadows, as same is shown of duly recorded plat in the office of the County Recorder of said County,

WHEREAS, said Grayco Land Escrow, Ltd., plans to sell said real property and desires in that behalf, for the benefit of itself and the several purchasers of lots or parcels of said property, to prescribe certain standards relating to the use and occupation of such real property.

NOW THEREFORE,

IN CONSIDERATION OF THE PREMISES, and for the uses and purposes herein set forth, Grayco Land Escrow, Ltd., herein declares that all conveyances of lots or parcels comprised in the above described real property shall be made and accepted upon the following express conditions, provisions, restrictions, and covenants herein after referred to as "conditions", which shall apply to and bind the parties thereto, their heirs, successors and assigns, imposed pursuant to a general plan for the improvement of said property and each and every lot therein, such conditions being as follows, to-wit:

1. No lots within this subdivision may be divided or subdivided into any area lesser than that shown on the recorded map of said subdivision

2. Lots 38 through 104, Block 1, Lots 2 through 15, Block 3, Lots 8 through 15, Block 4, Lots 8 through 15, Block 5, all of Block 6, all of Block 7, Lots 41 through 58, of Block 19, shall be designated as Mobile Home Lots and used exclusively for Mobile Homes of 10' minimum width and 400 square feet of livable area. A Mobile Home shall be permitted on said property providing it is in good condition, modern and contains interior kitchen and bathroom facilities. Any such Mobile Home that is moved onto a lot, together with any accompanying permanent structure shall be approved by the Architectural Control Committee if same remains on said lot for a period of four months or longer. Any exterior living area shall be kept neat and clean and in no event shall the unit or premises create any unsightly or hazardous condition. In the event of the violation of any of these conditions, the Architectural Control Committee may correct same, or remove such hazard, and the cost of such action shall be paid by the owner.
3. All of the Lots in Blocks 9 and 10 shall be improved for neighborhood business use, all stores, shops or businesses shall be operated wholly within an enclosed building, with the exception of the pumps, islands and other appurtenances connected with the operation of a service station.

Any exterior sign displayed shall pertain only to a use conducted within the building and shall be attached flat against a wall of the building and parallel with its horizontal dimension. A sign shall not project above the roof line.

The architectural and general appearance of all such commercial buildings and grounds shall be in keeping with the character of the neighborhood and such as not to be detrimental to the public health, safety and general welfare of the community in which such use or uses are located.

Enterprises which produce or cause any dust, gas, smoke, noise, fumes, odors, or vibrations that in the opinion of the Architectural Control Committee are detrimental to other property in the neighborhood or to the welfare of the occupants thereof are not permitted.

4. The balance of the Lots within this subdivision shall be improved with single family residential buildings of not less than 400 square feet exclusive of porches and garages and shall conform to the regulations specifications of the Lemhi County Building and Health Department.
5. No building or Mobile Home shall be located nearer than twenty-five (25) feet to the front lot line or nearer than fifteen (15) feet to any side street line.
6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or 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 said lots, not fully enclosed by permanent building, any old metal, broken-down machinery or broken material commonly designated as "junk". All trash shall be removed immediately.
7. No structure shall be permitted on any lot which does not conform to the specifications and requirements of the Lemhi County Building Code and Health Department and does not have a habitable floor area of a minimum of four hundred (400) square feet, exclusive of porches and garages.

8. Sewage disposal shall conform to requirements of Idaho State Health Department and there will not be permitted the construction or use of a privy or outside toilet upon any of said property. No septic tank, cesspool or sewage leech lines shall be constructed or installed within one-hundred-fifty feet (150') of any existing domestic well or a proposed and designated well location. No domestic well shall be drilled or dug within one-hundred-fifty feet (150') of any existing septic tank, cesspool, or sewage leech lines.
9. That in order to maintain the general appearance of the lots and parcels within this Tract, the Declarant does hereby establish a Committee of Architecture, which shall approve, prior to construction, the plans and specifications of any building, Mobile Home, or addition thereto, on every lot within this Tract until July 1, 1985 or until 90% of the lots within said Tract shall be sold, at which time a majority of said lot owners may elect a Committee of Architecture. In the event the lot owners do not elect a replacement the Declarant shall maintain a Committee until July 1, 1985. On that date this particular provision of the Restrictions shall terminate and shall not be subject to renewal, as provided in paragraph 10 hereafter. The Committee of Architecture shall be composed of three (3) members who shall be appointed or designated by the Declarant, and they shall receive any and all plans and specifications so submitted. A majority of the Committee may designate a representative to act for it. In the event of the death, incapacity or resignation of any member of the Committee, the remaining members shall have a full authority to designate a successor.

All plans and specifications to be approved by the Committee of Architecture shall be submitted to the office of Declarant at 123 North Lake, Pasadena, California 91101, or at such other place as may be designated as their principal place of business.

10. No signs, (except a sign of customary and reasonable dimensions advertising the property for sale) placards, signboards, or billboards of any character, or any nuisance, or any building or structure, except as permitted by the Architectural Control Committee shall be erected, placed or maintained on any part of the property herein described; and, in the event of the violation of any of these conditions, the Architectural Committee may, in addition to any other right conferred by law, remove or abate the same without any liability therefore. The Architectural Control Committee reserves the right to grant permission to erect buildings and/or signs of a temporary nature.
11. All buildings and improvements of any kind shall be properly painted immediately after completion, shall be kept neat and clean and in no event shall the structure or premises create any unsightly or hazardous condition. After commencement of any building, structure, fence or wall permitted hereby, the same shall be prosecuted to completion with reasonable diligence. In the event of the violation of any of these conditions, the Architectural Control Committee may correct same, or remove such hazard and the cost of such action shall be paid by the owner.
12. Each and all of the foregoing restrictions except Article 9 above, shall continue in full force and effect until July 1, 1985 and shall thereafter automatically be continued in force for ten (10) year periods. These restrictions may be amended by a vote of seventy-five (75%) per cent of the property owners.

PROVIDED THAT, if any owner of any lot in said property, or his heirs, or assigns, shall violate or attempt to violate any of the conditions, covenants, and/or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such conditions, covenants and/or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

PROVIDED FURTHER, that invalidation of any one of these conditions, covenants, and/or restrictions by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

PROVIDED ALSO, that a breach of any of the foregoing conditions, covenants, and/or restrictions shall not defeat or render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value, as to said realty or any part thereof, but said conditions, covenants, and/or restrictions shall be binding upon and effective against any subsequent owner of said realty.

IN WITNESS WHEREOF, GRAYCO LAND ESCROW, LTD., A CORPORATION, has caused its corporate name and seal to be hereunto affixed by its officers thereunto duly authorized, this 5th day of January, 1971.

GRAYCO LAND ESCROW, LTD.,
a Corporation

BY Thomas A. Gray
BY Karen Y. Beaver

to the
of corporation



STATE OF CALIFORNIA
COUNTY OF Los Angeles

On January 5, 1971 before me the undersigned a Notary Public in and for said

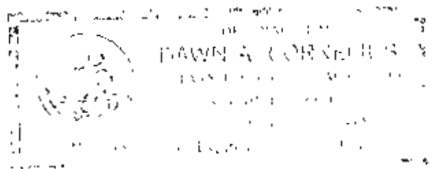
State, personally appeared Thomas A. Gray
known to me to be the Vice President and Karen Y. Beaver

known to me to be Assistant Secretary of the corporation that executed the within instrument
known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal

Signature _____

Name (Typed or Printed)



WITNESS my hand and official seal

STAPLE HERE

WHEN RECORDED MAIL TO:

Grayco Land Escrow, Ltd.
123 North Lake Street
Pasadena, California 91101

1. 570

State of Idaho }
 County of Lemhi }
 Recorded at the rate of \$
 Penn Phillips, Lands, Inc.
 January 21st 1972
 10:00 a.m. to 1:00 p.m.
 P. M. of
 Deed ... Records of Lemhi
 County
 Eleanor Aldous
 County Recorder
Eleanor Aldous
 Deputy
 Fees, \$1.00 Paid

AMENDMENT TO
 DECLARATION OF RESTRICTIONS
 SALMON RIVER MEADOWS

GRAYCO LAND ESCROW, LTD., as TRUSTEE, and owner of all of the lots and parcels of SALMON RIVER MEADOWS, per plat recorded in Lemhi County, Idaho, does hereby declare that:

WHEREAS, Grayco Land Escrow, Ltd., has caused to be created a Declaration of Restrictions for the Salmon River Meadows, said Declaration thereof, recorded in Deed Records of Lemhi County, Idaho, March 16, 1971, instrument number 111980.

WHEREAS, Grayco Land Escrow, Ltd., as owner of all of the parcels in said Subdivision is desirous of amending said Declaration of Restrictions.

NOW THEREFORE:

The Declaration of Restrictions is hereby amended in the following particulars, and no others, to wit:

A. Sections 1, 2, 3, and 4, of said Declarations, as recorded, is hereby deleted in their entirety, and the following Section 1 shall be substituted in their place and stead:

Section 1: All lots shall be known and described as seasonal recreational lots, and no lots within this subdivision may be divided or subdivided into any area lesser than that shown on the recorded map of said subdivision.

All other provisions and conditions of the Declaration of Restrictions as recorded shall remain in full force and effect.

Dated: January 14, 1972

GRAYCO LAND ESCROW, LTD.

BY: [Signature]
VICE PRES.

BY: Karen Y. Beaver
ASST Secty.

(TI)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On January 14, 1972 before me, the undersigned a Notary Public in and for said County of Los Angeles, appeared Thomas A. Gray

known to me to be the Vice President of Karen Y. Beaver

Ass't Secretary of the corporation that executed the within instrument and acknowledged to me that such corporation executed the said instrument pursuant to its bylaws or resolutions of its board of directors.

WITNESS my hand and official seal this 14th day of January, 1972.
Notary Public in and for the County of Los Angeles, California
[Signature]

STAPLE HERE



WHEN RECORDED RETURN TO:
GRAYCO LAND ESCROW, LTD.
123 North Lake Avenue
Pasadena, California 91101

AFFIRMATIVE COVENANTS

We, the undersigned, being all of the owners of the land situated within Salmon River Meadows Subdivision, Lemhi County, Idaho, as set forth in the plat thereof recorded in Book 2 of Plats, pages 45 through 50, records of Lemhi County, Idaho, do hereby agree by and among ourselves and for and on behalf of our heirs, administrators, successors, assigns and grantees to the land situated in the above described plat that at such time as thirty (30%) per cent of the lots in said subdivision have been sold and developed by the construction thereon of either a permanent residence, a summer home, or the location thereon of a mobile home, or any improvement that requires a sewage service hook-up the owners of such lots shall join together for the creation and formation of a sewer district in accordance with the provisions of Idaho Code Title 42, Chapter 32.

We further covenant and agree that the sewer system within said district shall, insofar as the owners of the property are concerned, be constructed in accordance with the then existing rules and regulations of the Department of Health of the State of Idaho.

These covenants are covenants running with the land and are for the mutual benefit of all of the owners of said lots and shall inure to the benefit of all of the owners of said lots.

IN WITNESS WHEREOF, The owners of said property have caused these covenants to be established this 24th day of February, 1972.

GRAYCO LAND ESCROW, LTD., a
corporation

BY: James A. Gray Vice Pres

BY: Nancy J. Deane
1234 5678

ATTEST:

Dawn A. Cornelius

OFFICIAL PUBLIC
Notary Public for the County of Los Angeles, State of California



159817

State of Idaho }
County of Lemhi } ss

Recorded at the request of

Penn Phillips Lends, Inc.

March 6th 1972

at 15 minutes past 1 o'clock

P. M. in the Court Room of

Deed Records of Lemhi

County, Idaho

Eleanor Adams

County Recorder

By Paul Redding Deputy

Fee \$1.00 Paid

Grayco Land Assn., Inc.,
123 North Lake Avenue
Pasadena, Calif. 91101