

WHEN RECORDED MAIL TO:

GRAYCO LAND ESCROW, LTD.
123 North Lake Avenue
Pasadena, California 91101

117853

State of Idaho }
County of Lemhi }

Recorded at the request of
Penn Phillips Lands, Inc.

July 29th 19 71

at 30 minutes past 1 o'clock

P. M. in File _____ of _____

Deed _____ Records of Lemhi
County, Idaho

Eleanor Aldous

County Recorder

By Opal Reddington

Fee \$4.50 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 Country Estates, 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. All lots shall be known and described as seasonal recreational lots.
2. No residential building 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.

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3. 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.
4. No dwelling 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.
5. 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.
6. Lots 1, 6, 14, 21, 26, 31 and 36 of Block 3 are reserved to provide individual well sites for hillside lots in accordance with the following schedule:

Lot 1, Block 3 is reserved for Lots 23 through 28, Block 1, Lots 76 and 77, Block 1, Lots 9 through 14, Block 2, and Lots 68 through 71, Block 3.

Lot 6, Block 3 is reserved for Lots 19 through 22, Block 1, Lots 29 through 32, Block 1, Lots 71 through 75, Block 1, Lots 5 through 8, Block 2, Lots 15 through 19, Block 2, and Lots 58 through 67, Block 3.

Lot 14, Block 3 is reserved for Lots 15 through 18, Block 1, Lots 33 through 36, Block 1, Lots 66 through 70, Block 1, Lots 1 through 4, Block 2, and Lots 48 through 57, Block 3.

Lot 21, Block 3 is reserved for Lots 11 through 14, Block 1, Lots 37 through 40, Block 1, Lots 62 through 65, Block 1 and Lots 38 through 47, Block 3.

Lot 26, Block 3 is reserved for Lots 8 through 10, Block 1, Lots 41 through 44, Block 1, and Lots 58 through 61, Block 1.

Lot 31, Block 3 is reserved for Lots 5 through 7, Block 1, Lots 45 through 47, Block 1 and Lots 55 through 57, Block 1.

Lot 36, Block 3 is reserved for Lots 1 through 4, Block 1 and Lots 48 through 54, Block 1.

Each individual well, pressure tank, pump, housing, and other necessary equipment shall be contained within an area of fifty (50) square feet and shall be so located to give access to other well sites, all wells, buildings, and equipment housing shall conform to those requirements set forth in Sections 7, 8 and 9 of these Declaration of Restrictions.

7. 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 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

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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 11 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 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 the Declarant at 123 North Lake Avenue, Pasadena, California 91101, or at such other place as may be designated as their principal place of business.

8. 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.
9. 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.
10. A Mobile Home or Trailer shall be permitted on said property providing it is in good condition, modern and contains interior kitchen and bathroom facilities. Any such Mobile Home or Trailer 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.
11. Each and all of the foregoing restrictions except Article 7, 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.

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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 21 day of July, 1971.

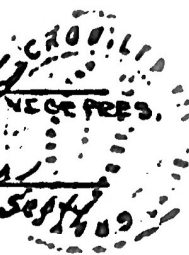
GRAYCO LAND ESCROW, LTD.
a corporation

BY

[Signature]

BY

Karen Y. Beaver
ASST SECRETARY



TO 449 C
(Corporation)



STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On July 21, 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 persons 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 by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Dawn A. Cornelius

Name (Typed or Printed)



(This area for official notarial seal)

STAPLE HERE