

PROTECTIVE AND RESTRICTIVE COVENANTS
for
MID STREAM MEADOWS

KNOW ALL MEN BY THESE PRESENTS: That Franklin N. Drnjevic, being the owner of that certain tract of land situated in Lemhi County, State of Idaho; and described as follows, to-wit:

W1/2 SW1/4, Section 9, T. 20 N., R. 24 E., B.M.
Lemhi County, Idaho.

WHEREAS, said owners have agreed that it is the intent and purpose of the parties hereto to develop the above described real property for their own individual use and for sale as home-sites, and

WHEREAS, it is mutually agreed that in order to most effectively promote the individual and group interests of the parties hereto, that in connection with the development of the above described real property for use as home-sites and as part of a general building plan for the benefit and protection of the parties hereto and any subsequent owners of any respective parcels within the said area, to provide for certain use restriction, which shall govern and control the use and enjoyment of the real property herein described, and to protect the parties hereto and subsequent owners of the above described real property, to maintain values, to insure a uniform and desirable use, occupancy, and buildings on said real property;

NOW THEREFORE, we, the said owners, do hereby certify and declare that all of the above described real property shall, now and upon conveyance thereof by the undersigned, be owned, held, and enjoyed by the respective owners and grantees thereof, their heirs and assigns, subject to the following restrictions:

(1) The covenants are to run with the land hereinabove described, and shall be binding on all parties and on all persons claiming under them or for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended, for successive periods of ten years unless and until a signed instrument by a two-thirds majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

(2) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(3) Invalidity of any one of these covenants by judgement, court order, statutes or ordinances, shall in no way affect any of the other provisions, which shall remain in full force and effect.

(4) No trailer houses or mobile homes will be permitted on any tract regardless of the type of oundation.

(5) No tract contained in said real property above described will be permitted to be resubdivided more than one time and then not more than one parcel can be split off from any one tract.

(6) WATER AND SEWAGE: Each building site owner must assume the burden of supplying and developing water for his own domestic use. Wells and water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency and in accordance with any rules in order to comply with the Health Department of Idaho. No construction of any dwelling may start until the sanitary requirements are approved by the Health Department.

(7) TRASH AND GARBAGE: No trash, waste, garbage, litter, junk, junk cars or refuse shall be thrown, dumped or left on any portion of the premises. Each owner shall provide suitable receptacles for the containment and collection of trash and garbage, which must be enclosed or screened or otherwise unexposed to public view.

BY Franklin N. Drnjevic
FRANKLIN N. DRNJEVIC

STATE OF IDAHO)
County of Lemhi) ss:

On the 30 day of May, 1978, before me a Notary Public in and for said county and state, personally appeared Franklin M. Drnjevic, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

Steve Sauer
NOTARY PUBLIC for Idaho
Residing at: Salmon



STATE OF IDAHO) ss. No. 141035
COUNTY OF LEMHI)

This instrument was filed for record
at the request of James S. Johnston
at 10:46 clock A.M. July 11 1978
and duly filed and indexed in the Deed
Records of Lemhi County, Idaho.

Eleanor Aldous
By Steve Sauer Notary Public
fee \$2.00pd

Box 1460, Salmon, Idaho