



# AmeriTitle

## Plat Maps and/or CC&Rs

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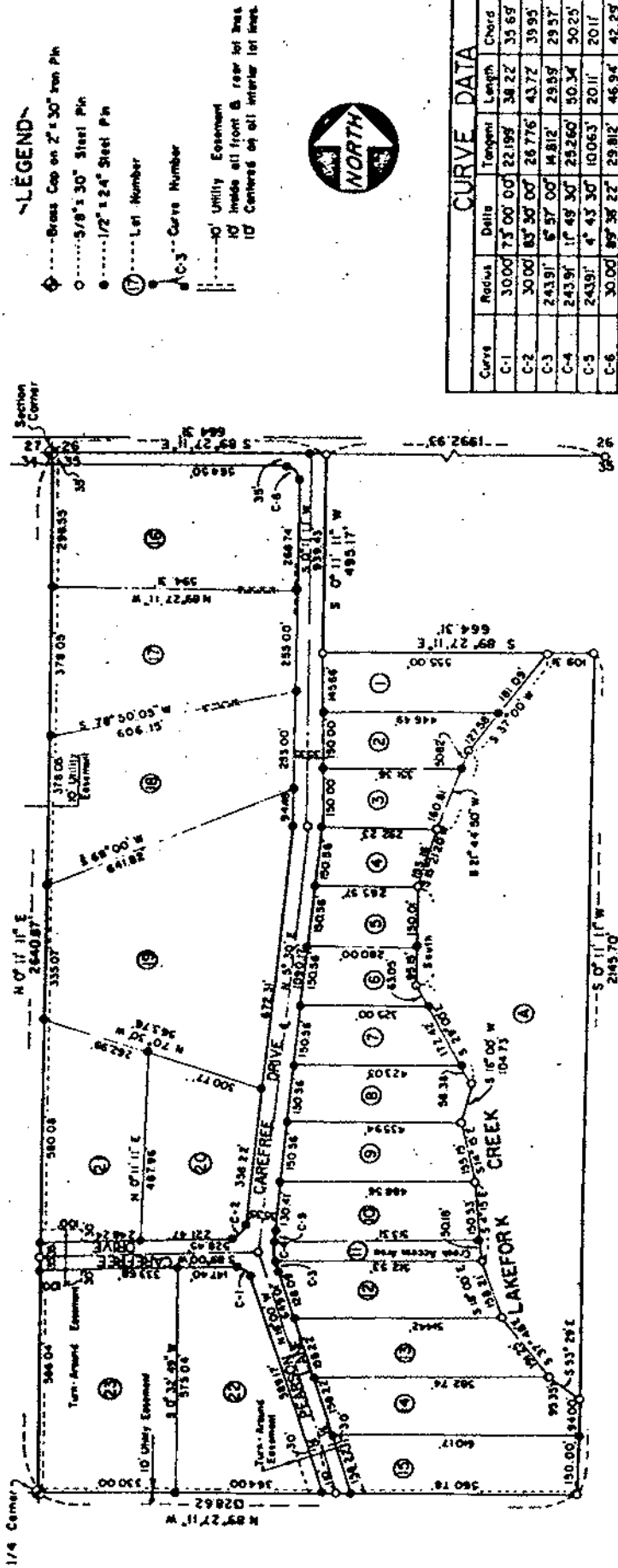


AMENDED

# CAREFREE SUBDIVISION

A PORTION OF THE W/2 OF THE NW/4 OF SECTION 35, T.18 N., R.3 E., B.M.,  
VALLEY COUNTY, IDAHO

MCCARTER & TULLER CONSULTING ENGINEERS

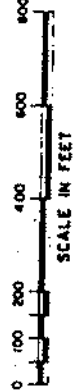


**LEGEND**

- ◆ Brass Cap on 2" x 30" Iron Pin
- 5/8" x 30" Steel Pin
- 1/2" x 24" Steel Pin
- ① Lot Number
- ② Curve Number
- ③ Utility Easement  
10' Inside all front & rear lot lines  
10' Centered on all interior lot lines



CURVE DATA						
Curve	Radius	Delta	Tangent	Length	Chord	Ch Bearing
C-1	30.00'	75° 00' 00"	22.195'	38.22'	35.69'	S 54° 30' 00" E
C-2	30.00'	63° 30' 00"	26.776'	43.72'	39.95'	N 47° 15' 00" E
C-3	24.391'	6° 57' 00"	4.812'	29.55'	29.57'	N 14° 1' 30" W
C-4	24.391'	1° 49' 30"	25.260'	50.34'	50.25'	N 5° 08' 15" W
C-5	24.391'	4° 43' 30"	10.063'	20.11'	20.11'	N 3° 08' 15" E
C-6	30.00'	89° 36' 22"	29.812'	46.94'	42.29'	S 44° 58' 00" E



All street rights-of-way as shown on this plat are dedicated to the public use. Public utility and drainage easements are not dedicated to the public, but the right of access to and use of these easements as required to service all lots within this plat is perpetually reserved.

Turn-ground easements are temporary and will revert to respective lot owners when streets are extended.

Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval.



Instrument # 321548

VALLEY COUNTY, CASCADE, IDAHO

Recorded for: SECESH ENG

ARCHIE N BANBURY

Ex-Officio Recorder-Deputy

Index to: PLAT

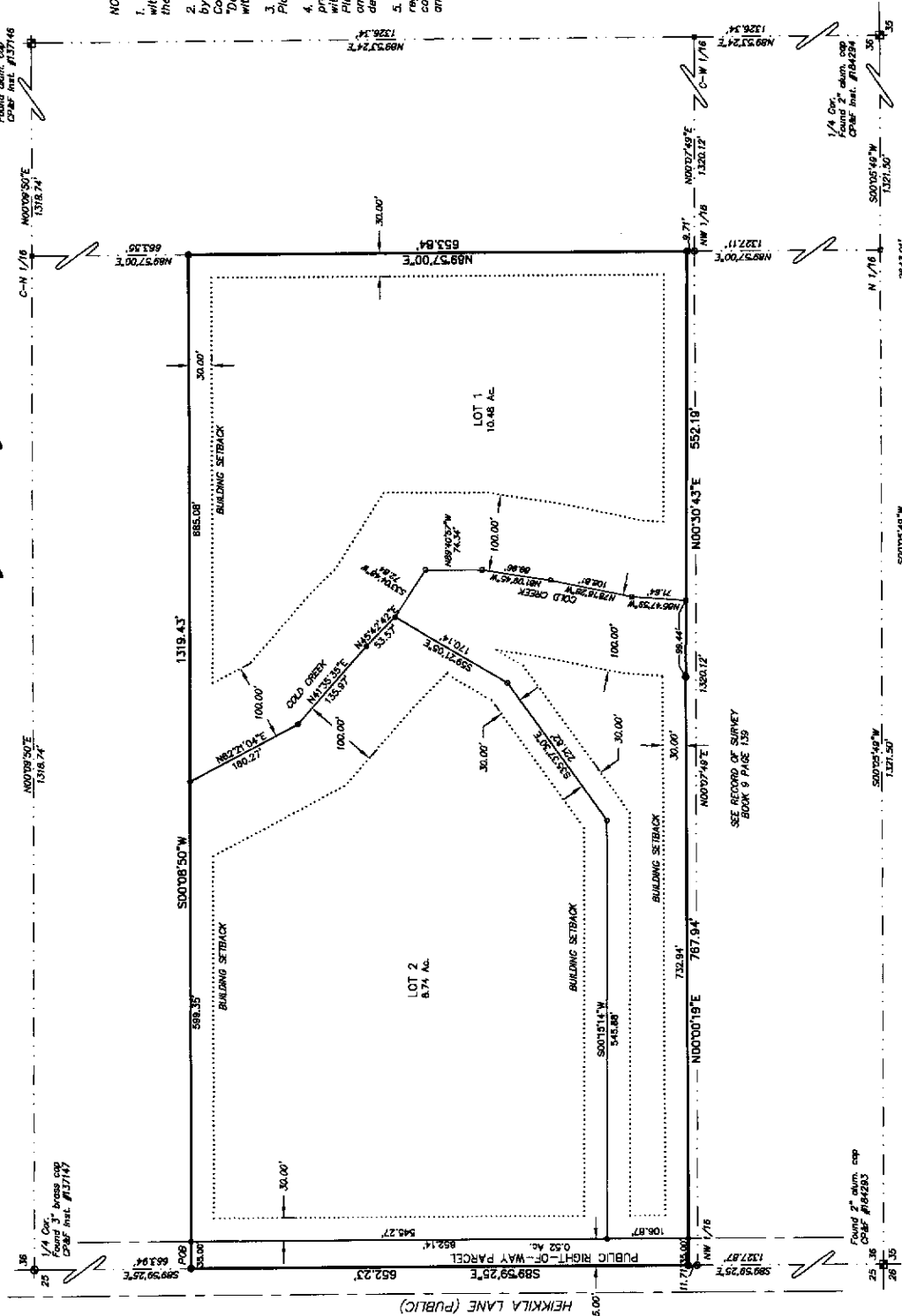
02:25:27 No. of Pages: 1

Fee: 11.00

# ALPEN RIDGE SUBDIVISION

Located in  
The NW 1/4 of Section 36, T.18N., R.3E., B.M.  
Valley County, Idaho

Book 11 Page 31 of Plats



### NOTES:

1. A Declaration of Installation of Utilities is being recorded with this final plat as Instrument No. 321547 with the Office of Recorder, Valley County, Idaho.
2. Both Lots shown on this Plat are subject to and governed by the provisions of the Declaration of Protective Covenants, Conditions and Restrictions for Alpen Ridge Subdivision (Presently Declaration), filed at record as Instrument No. 321533 with the Office of Recorder, Valley County, Idaho.
3. There shall be no further division of any lot depicted on this Plat.
4. Construction of all Improvements shall be subject to the provisions of the Declaration. No structure may be constructed within one hundred feet from Cold Creek, as depicted on this Plat. Additionally, all structures, except an existing outbuilding on Lot 1, shall be constructed within the Building Envelopes defined and depicted in the Declaration.
5. Wetlands areas associated with Cold Creek are subject to regulation by the Corps of Engineers (COE). Any proposed construction or wetland impact must be submitted and reviewed and approved by the COE prior to any work being done.

### LEGEND

- SUBDIVISION BOUNDARY
- FOUND 5/8" IRON PIN
- SET 5/8" X 30" REBAR MKD L5 8577
- FOUND 1/2" IRON PIN
- SET 1/2" X 24" REBAR MKD L5 8577
- ⊕ FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- ◻ ANGLE POINT - NOTHING SET
- == EASEMENT LINE
- ..... BUILDING SETBACK

### HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY BMD CODE TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE RECD ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVED SANITARY RESTRICTIONS AND A CERTIFICATE OF APPROVAL SECONDARY SANITARY, BMD CODE, BY THE SUBMITTER OF THIS PLAT.

321548  
INST. 1

DISTRICT HEALTH DEPARTMENT, DNS

SCALE: 1" = 100'  
BEARINGS BASED ON STATE PLANE GRID

SECESH ENGINEERING, INC.  
McCall, Idaho



# ALPEN RIDGE SUBDIVISION

Located in  
The NW 1/4 of Section 36, T.18N., R.3E., B.M.  
Valley County, Idaho

### CERTIFICATE OF OWNER

OF THE PROPERTY HEREINAFTER DESCRIBED:  
A parcel of land, located in the NW 1/4 of Section 36, T.18N., R.3E., B.M., Valley County, Idaho, more particularly described as:

COMMENCING at the N 1/4 corner of said Section 36; thence, along the north line of said Section 36,

- 1.) S.0708'50"W., 1319.43 feet; thence,
- 2.) S.89'57'00"W., 653.84 feet; thence,
- 3.) N.0'30'43"E., 532.19 feet; thence,
- 4.) N.0'00'19"E., 767.94 feet; thence,
- 5.) S.89'59'25"E., 652.23 feet to the POINT OF BEGINNING; thence,

CONTAINING 19.74 Acres, more or less.

That it is the intention of the undersigned to and they do hereby include said land in this plat; Heikila Lane as shown on this plat is dedicated to the public. The owner hereby certifies that the individual lots shown in this plat are to be sold by separate conveyance and that the undersigned will be served by public utility lines. The undersigned certifies that they will comply with Idaho Code 31-3805 concerning irrigation rights and disclosure.

BY: CHRISTOPHER A. REINO Owner.

### ACKNOWLEDGMENT

STATE OF IDAHO }  
COUNTY OF } S.S.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED CHRISTOPHER A. REINO, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY 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.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF IDAHO  
RESIDING AT \_\_\_\_\_

### APPROVAL OF THE BOARD OF VALLEY COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007, BY THE BOARD OF COUNTY COMMISSIONERS OF VALLEY COUNTY, IDAHO.

CHAIRMAN

### APPROVAL OF THE VALLEY COUNTY PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007, BY THE VALLEY COUNTY PLANNING AND ZONING COMMISSION.

CHAIRMAN

### CERTIFICATE OF COUNTY SURVEYOR

I, JOHN RUSSELL, REGISTERED PROFESSIONAL LAND SURVEYOR FOR VALLEY COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

VALLEY COUNTY SURVEYOR

### CERTIFICATE OF SURVEYOR

I, RALPH MILLER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

RALPH MILLER  
IDAHO NO. 8577



### CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE \_\_\_\_\_ COUNTY TREASURER \_\_\_\_\_



# CAREFREE SUBDIVISION NO. 7

SITUATE IN THE  
NE 1/4 OF THE SW 1/4 OF SECTION 34  
T. 18 N. R. 3 E. BK. 84  
VALLEY COUNTY, DAKOTA

BOOK PAGE  
OF PLATS  
199927

REVISIONS BASED ON  
STATE PLANS DND

SCALE 1 IN = 200 FT

- SET 6/5 REBAR
- SET 1/2 REBAR



0 75 150 225 300 375  
SCALE IN FEET

2 FT UTILITY EASEMENT  
ALONG ALL SIDES

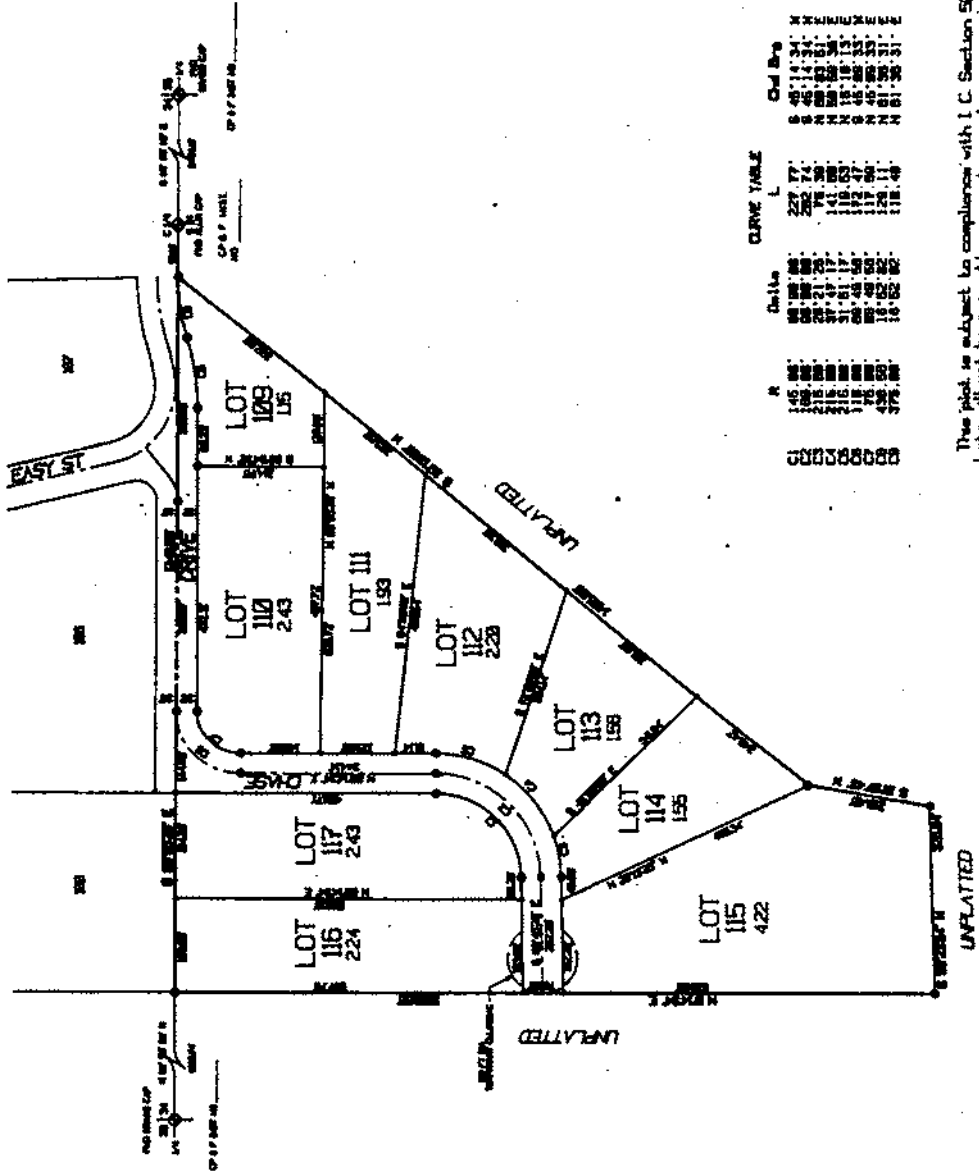
SEE RESTRICTIVE  
COMMENTS FILED  
INST. NO. 74929  
FOR BUILDING SETBACKS SEE  
RESTRICTIVE COMMENTS

KERR SURVEYING  
1993

No building or shelter which will require a water supply or a sewage disposal facility for people using the premises above such building or shelter is located shall be erected until written approval is first obtained from the State Board of Health by the contractor or his delegate approving plans and specifications either for public water and/or sewage facilities or individual parcel water and/or sewage facilities

This plat is subject to compliance with I.C. Section 3-3005. No irrigation water shall be supplied to any lot herein.

## CAREFREE 6



CURVE TABLE		
L	Delta	Old Arc Ch.
227.77	88.00	285.86
222.74	88.00	284.86
176.28	88.00	283.86
116.83	88.00	282.86
112.47	88.00	281.86
117.06	88.00	280.86
128.11	88.00	279.86
118.48	88.00	278.86
118.48	88.00	277.86
117.06	88.00	276.86
112.47	88.00	275.86
116.83	88.00	274.86
176.28	88.00	273.86
222.74	88.00	272.86
227.77	88.00	271.86

This plat is subject to compliance with I.C. Section 59-1334. Lots will not be served by any water system common to one (1) or more lots but will be served by individual wells.

No lot shall be subdivided



# CAREFREE SUBDIVISION 8

SITUATE IN  
W 1/2 SE 1/4 & SE 1/4 SE 1/4  
SEC. 34 T.18 N. R.3 E. B.M.  
VALLEY COUNTY, IDAHO

RENDERED BASED ON  
STATE PLAT RECORD

SCALE 1" = 50 FT

• SET 3/4" REBAR

• SET 1/2" REBAR



COMMON  
AREA  
963

CAREFREE SUBDIVISION NO. 4  
SHEET 7 PAGE 66 OF PLATS

CAREFREE NO. 5  
SHEET 8 PAGE 25 OF PLATS

CLIMATE TABLE

DATE	TEMP.	WIND	REL. HUM.	PRECIP.	MOON	PHASE	TIME
1							
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8 FT HIGH FT EASTERN  
ALSO ALL ROCKS

FOR BEARING MEASUREMENTS SEE  
RESTRICTIVE COVENANTS

RESTRICTIVE COVENANTS FILED  
1981 NO.

## KERR SURVEYING 1993

This plat is subject to the provisions of the  
Uniform Gifts to Minors Act (UGMA) and the  
Uniform Transfers to Minors Act (UTMA) as amended  
from time to time. The State of Idaho has adopted  
these Acts and they are applicable to all transfers  
of property to minors. The provisions of these Acts  
are hereby incorporated by reference into this plat.  
The State of Idaho has also adopted the Uniform  
Principles of Permanent Guardianship and the  
Uniform Transfers to Minors Act (UTMA) as amended  
from time to time. The State of Idaho has adopted  
these Acts and they are applicable to all transfers  
of property to minors. The provisions of these Acts  
are hereby incorporated by reference into this plat.

This plat is subject to the provisions of the  
Uniform Gifts to Minors Act (UGMA) and the  
Uniform Transfers to Minors Act (UTMA) as amended  
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these Acts and they are applicable to all transfers  
of property to minors. The provisions of these Acts  
are hereby incorporated by reference into this plat.

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are hereby incorporated by reference into this plat.

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these Acts and they are applicable to all transfers  
of property to minors. The provisions of these Acts  
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Uniform Gifts to Minors Act (UGMA) and the  
Uniform Transfers to Minors Act (UTMA) as amended  
from time to time. The State of Idaho has adopted  
these Acts and they are applicable to all transfers  
of property to minors. The provisions of these Acts  
are hereby incorporated by reference into this plat.

UPPLATED  
1981 NO.

1981 NO. 2

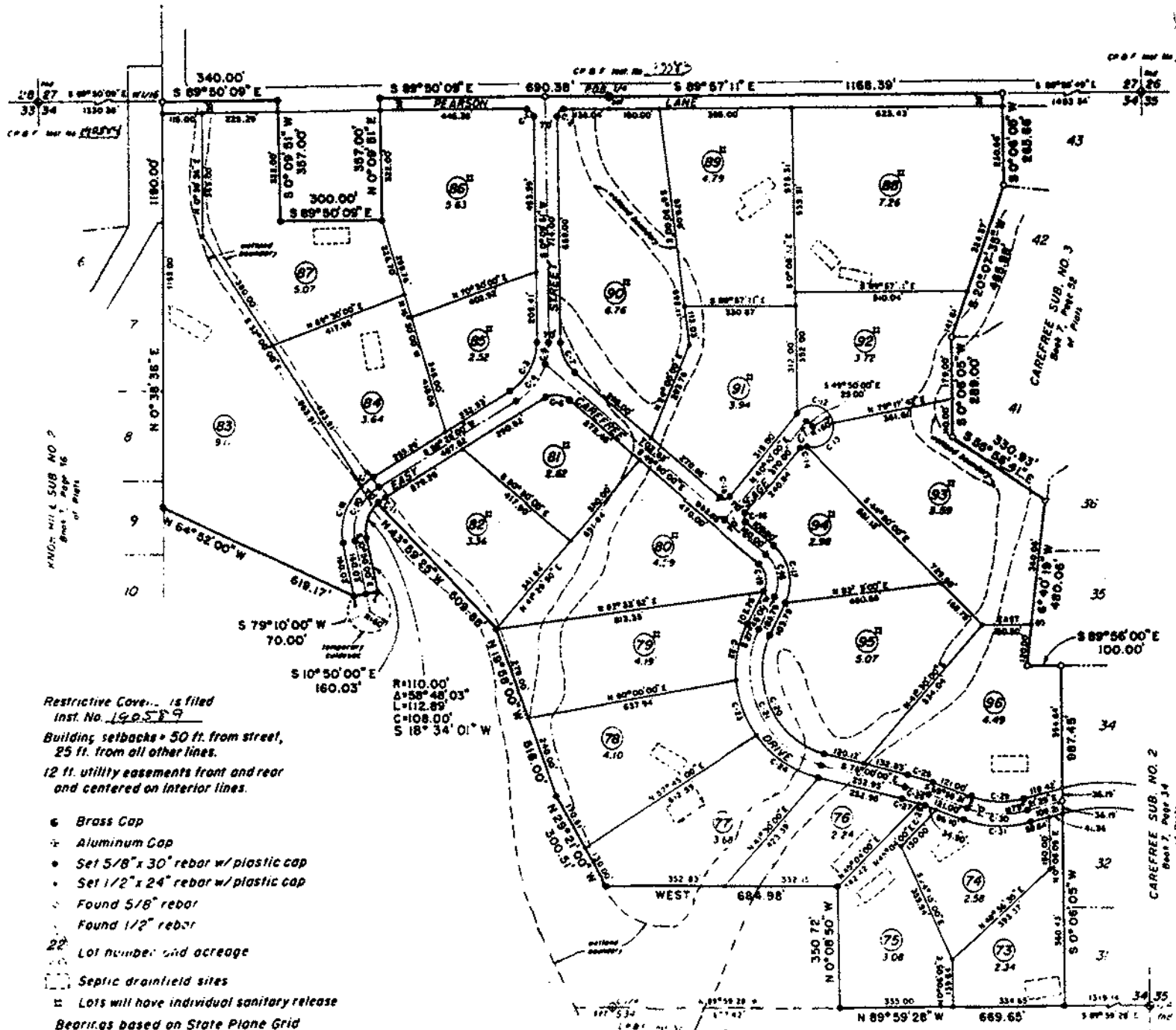




# CAREFREE SUBDIVISION NO. 5

Inst. No. 190587

situate in the E<sup>2</sup> NW<sup>4</sup> and W<sup>2</sup> NE<sup>4</sup> of Section 34,  
T.18 N., R.3 E., B.M., Valley County, Idaho



**Sanitary Restrictions**  
No building or other structure shall be erected on any lot hereon which shall be used for the purpose of storing or disposing of refuse or any other material which is liable to become a nuisance or which shall be a source of offensive odors or which shall be a source of danger to the health of the community. No building or other structure shall be erected on any lot hereon which shall be used for the purpose of storing or disposing of refuse or any other material which is liable to become a nuisance or which shall be a source of offensive odors or which shall be a source of danger to the health of the community.

This plat is subject to compliance with IC Section 31-3805. No irrigation water shall be supplied to any lot hereon.

This plat is subject to compliance with IC Section 50-1326. Lots will not be used for any other purpose common to one (1) or more lots, but will be used for individual lots.

No lots shall be subdivided.

**CURVE DATA**

Curve No.	Chord	Radius	Central Angle	Chord	Radius	Central Angle
C-1	30.00	90°00'00"	31.42	28.28	544°30'00"	
C-2	30.00	90°00'00"	31.42	28.28	544°30'00"	
C-3	183.00	99°15'00"	170.64	163.13	529°47'24"	
C-4	300.00	47°15'00"	144.50	141.30	534°43'00"	
C-5	300.00	179°15'00"	62.33	62.07	59°05'30"	
C-6	89.00	109°48'00"	74.99	69.97	59°12'30"	
C-7	113.85	69°30'00"	96.33	94.33	52°50'00"	
C-8	80.00	89°30'00"	77.78	75.64	52°35'00"	
C-9	80.00	37°30'00"	42.52	42.82	52°35'00"	
C-10	148.00	70°30'00"	177.78	184.66	52°17'30"	
C-11	110.00	179°30'00"	21.90	21.94	53°41'30"	
C-12	80.00	179°30'00"	138.27	108.37	57°51'00"	
C-13	60.00	189°30'00"	124.44	103.31	64°43'00"	
C-14	30.00	87°30'00"	23.73	22.34	57°03'45"	
C-15	30.00	80°00'00"	31.42	28.28	544°30'00"	
C-16	30.00	80°00'00"	31.42	28.28	544°30'00"	
C-17	33.00	77°30'00"	42.80	42.80	54°02'30"	
C-18	100.00	77°30'00"	133.41	123.30	51°02'30"	
C-19	68.00	77°30'00"	88.02	81.44	51°02'30"	
C-20	240.00	103°45'00"	434.99	377.60	52°07'30"	
C-21	275.00	103°45'00"	487.94	432.67	52°07'30"	
C-22	310.00	37°22'30"	159.76	167.65	57°03'45"	
C-23	310.00	37°22'30"	159.76	167.65	57°03'45"	
C-24	310.00	47°00'00"	231.87	217.79	53°17'45"	
C-25	748.42	87°30'00"	78.33	78.33	52°35'00"	
C-26	710.42	87°30'00"	74.70	74.70	52°35'00"	
C-27	875.42	87°30'00"	50.58	50.57	52°35'00"	
C-28	875.42	87°30'00"	50.58	50.57	52°35'00"	
C-29	165.00	34°49'00"	60.34	67.90	88°18'30"	
C-30	300.00	34°49'00"	181.51	178.74	88°18'30"	
C-31	355.00	34°49'00"	202.68	195.67	88°18'30"	

Restrictive Coverage is filed  
Inst. No. 190587

Building setbacks = 50 ft. from street,  
25 ft. from all other lines.

12 ft. utility easements front and rear  
and centered on interior lines.

- Brass Cap
- Aluminum Cap
- Set 5/8" x 30" rebar w/ plastic cap
- Set 1/2" x 24" rebar w/ plastic cap
- Found 5/8" rebar
- Found 1/2" rebar

22 Lot number and acreage

Septic drainfield sites

• Lots will have individual sanitary release

Bearings based on State Plane Grid

CAREFREE SUB. NO. 2  
Sheet 7, Page 34  
of Plat

prepared by  
**KERR SURVEYING**  
McCall, Idaho  
July, 1957



# CAREFREE SUBDIVISION NO. 6

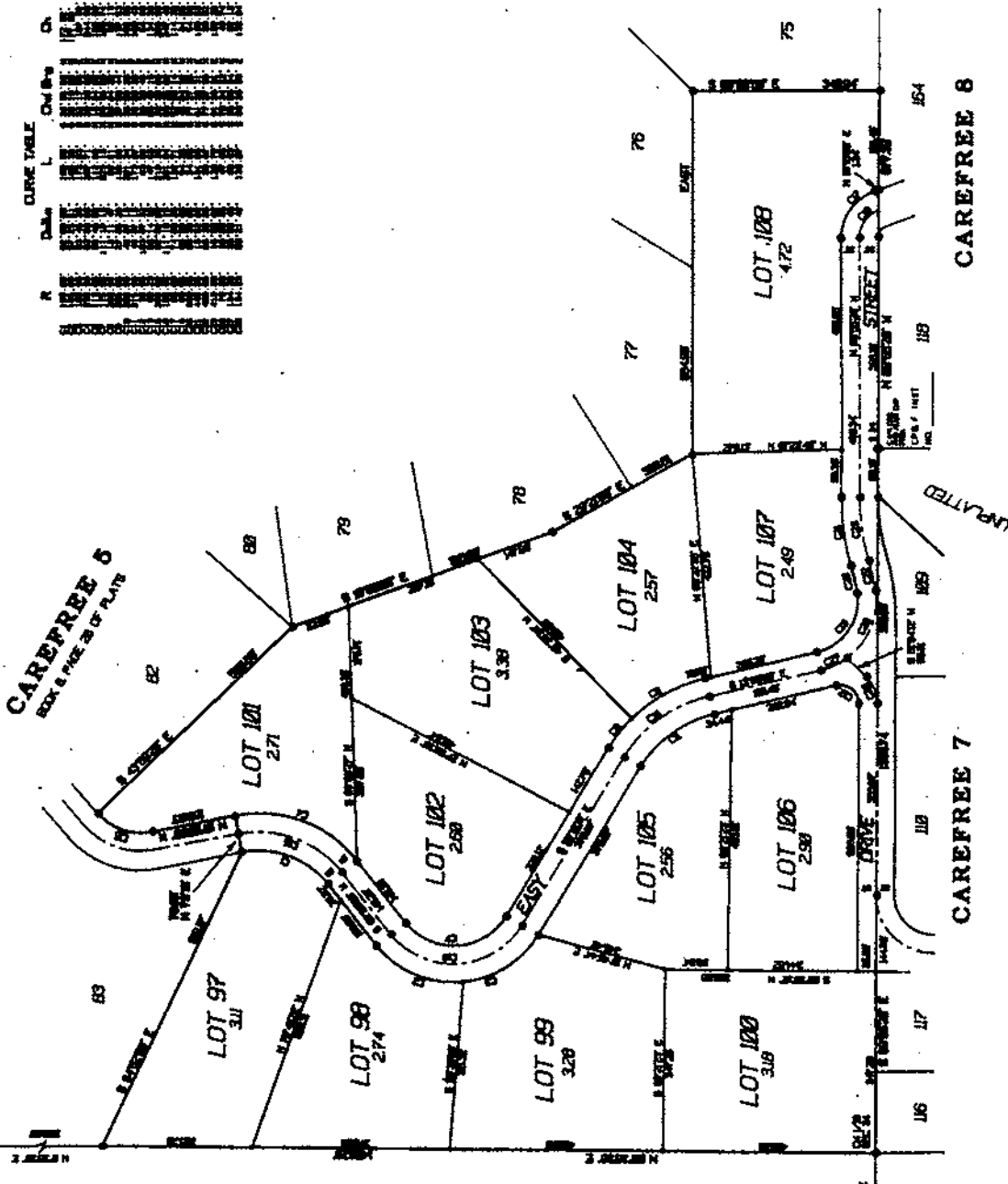
SITUATE IN  
 E 1/2 NW 1/4 AND SW 1/4 NE 1/4  
 SEC 34 T. 18 N. R. 3 E. BM.  
 VALLEY COUNTY, IOWA

BOOK PAGE 39  
 OF PLATS  
 INST NO. 199924

CURVE TABLE

Curve	Dist	Ch	Off	Dist
1	100.00	100.00	0.00	100.00
2	100.00	100.00	0.00	100.00
3	100.00	100.00	0.00	100.00
4	100.00	100.00	0.00	100.00
5	100.00	100.00	0.00	100.00
6	100.00	100.00	0.00	100.00
7	100.00	100.00	0.00	100.00
8	100.00	100.00	0.00	100.00
9	100.00	100.00	0.00	100.00
10	100.00	100.00	0.00	100.00

CAREFREE 6  
 BOX 6 PAGE 28 OF PLATS



BEARINGS BASED ON  
 STATE PLANE GRID  
 SCALE 1 IN = 66 FT  
 • SET 5/8" REBAR  
 • SET 1/2" REBAR



1" = 75' 150' 225' 300' 375'  
 SCALE IN FEET

2 FT UTILITY EASEMENT  
 ALONG ALL ROADS  
 FOR BUILDING SETBACKS SEE  
 RESTRICTIVE COVENANTS

SEE RESTRICTIVE  
 COVENANTS FILED  
 INST. NO. 199926

KERR SURVEYING  
 1993

No building or other structure which will require a water supply or a sewage disposal facility for public use shall be erected on any lot herein. The provisions of this subdivision shall apply to all lots hereunder. The State Engineer shall be notified of any change of ownership of any lot hereunder by the owner or his agent. The State Engineer shall be notified of any change of ownership of any lot hereunder by the owner or his agent. The State Engineer shall be notified of any change of ownership of any lot hereunder by the owner or his agent.

This plat is subject to compliance with I.C. Section 336. No irrigation water shall be supplied to any lot hereunder.

This plat is subject to compliance with I.C. Section 336. No irrigation water shall be supplied to any lot hereunder.

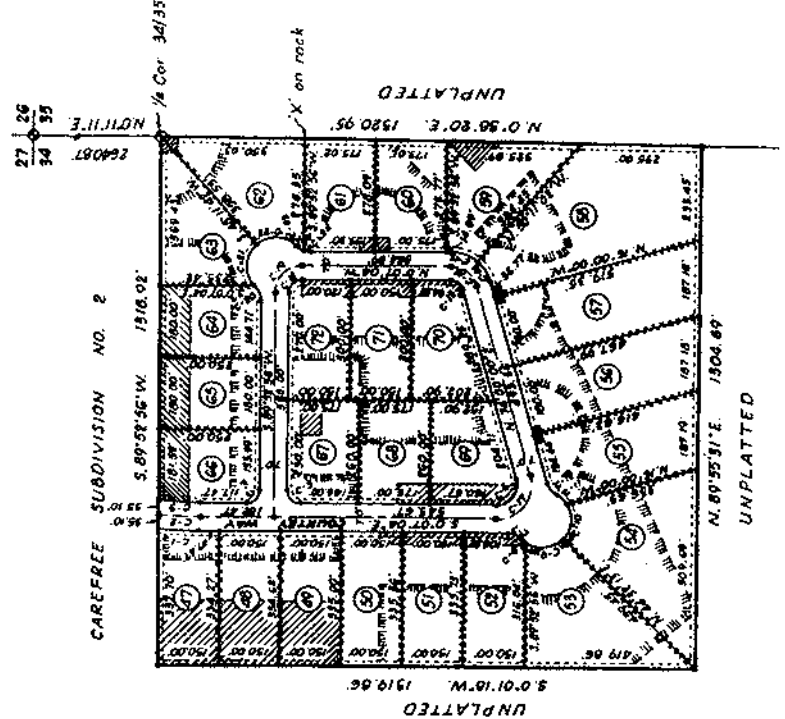




# CAREFREE SUBDIVISION NO. 4

A PORTION OF THE EAST HALF OF SECTION 34, T. 18 N., R. 3 E., B. M.  
VALLEY COUNTY, IDAHO  
McCARTER & TULLER CONSULTING ENGINEERS

Sheet 1 of 3



CURVE DATA					
CURVE	DELTA	RADIUS	TANGENT LENGTH	CHORD	CY-BEARING
C-1	4°14'43"	1985.00	51.33	102.60	S 2°00'17" W
C-2	4°21'20"	1350.00	51.34	102.60	S 2°03'36" W
C-3	4°28'18"	1315.00	51.34	102.60	S 2°07'05" W
C-4	90°00'00"	30.00	30.00	47.12	S 45°07'04" E
C-5	90°00'00"	30.00	30.00	47.12	S 45°07'04" E
C-6	109°52'56"	50.00	66.81	79.80	S 33°03'32" E
C-7	48°54'02"	50.00	20.66	39.18	S 22°15'57" W
C-8	6°45'51"	70.00	4.14	8.26	S 41°24'03" W
C-9	83°28'54"	70.00	62.46	101.99	S 3°43'20" E
C-10	85°08'40"	70.00	64.31	104.02	S 3°43'20" E
C-11	20°17'35"	70.00	12.53	24.79	N 39°14'45" E
C-12	44°54'02"	30.00	80.66	39.18	N 57°32'59" E
C-13	74°07'04"	30.00	22.65	38.81	N 36°56'22" E
C-14	34°11'02"	100.00	30.75	59.66	N 56°54'29" E
C-15	39°56'02"	100.00	36.33	69.70	N 56°54'29" E
C-16	74°07'04"	65.00	49.09	84.08	N 36°56'22" E
C-17	109°52'56"	85.00	112.56	157.08	S 33°03'32" E
C-18	90°00'00"	30.00	30.00	47.12	N 45°07'04" W
C-19	90°00'00"	65.00	65.00	102.10	N 45°07'04" W
C-20	44°54'02"	50.00	20.66	39.18	N 67°29'55" E
C-21	99°12'48"	70.00	74.00	113.88	S 86°24'42" E
C-22	66°35'16"	70.00	65.95	105.79	S 1°29'20" W
C-23	21°41'24"	50.00	9.58	18.93	S 33°55'16" W
C-24	23°12'38"	50.00	10.27	20.25	S 11°29'15" W

### LEGEND

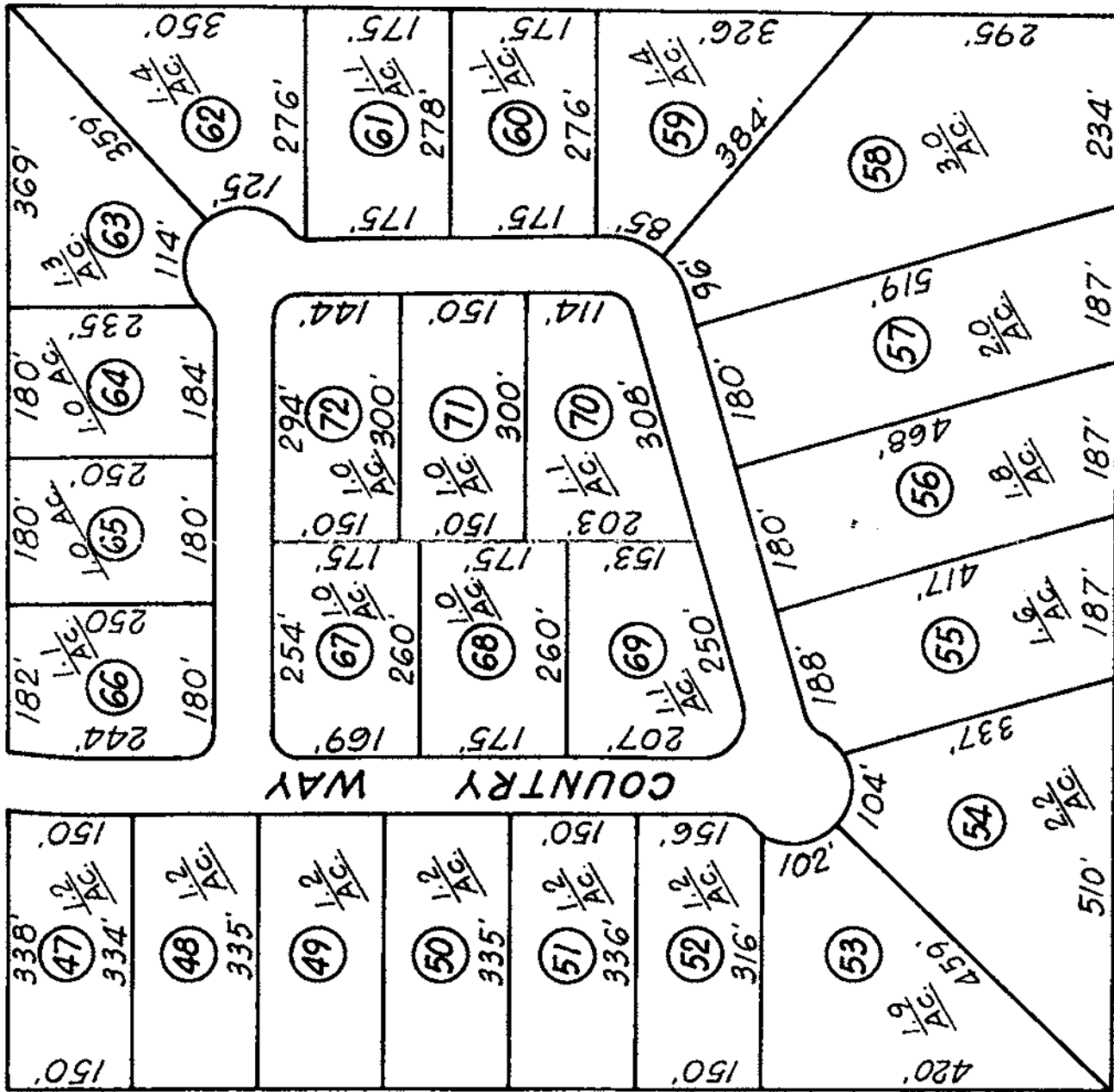
- Brass Cap on 2" x 30" Iron Pipe
- 3/8" x 30" Steel Pin
- 1/8" x 24" Steel Pin
- ⑦ Lot Number
- Utility Easements:  
10' inside all front and rear lot lines  
10' centered on all interior lot lines
- Drainfield Area
- Well Area

All street rights-of-way as shown on this plat are dedicated to the public use. Public utility and drainage easements are not dedicated to the public, but the right of access to and use of these easements as required to service all lots within this plat is perpetually preserved.

Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval.

Military Reservation  
Removed By Instrument No. 1152273

Recorded in County Records  
Filed 16 Sept 1991  
Instrument No. 1152273



**CAREFREE SUBDIVISION NO. 4**



# CAREFREE SUBDIVISION NO. 2

A PORTION OF THE NE QUARTER OF SECTION 34, T.18N., R.3E., B.M.,

VALLEY COUNTY, IDAHO

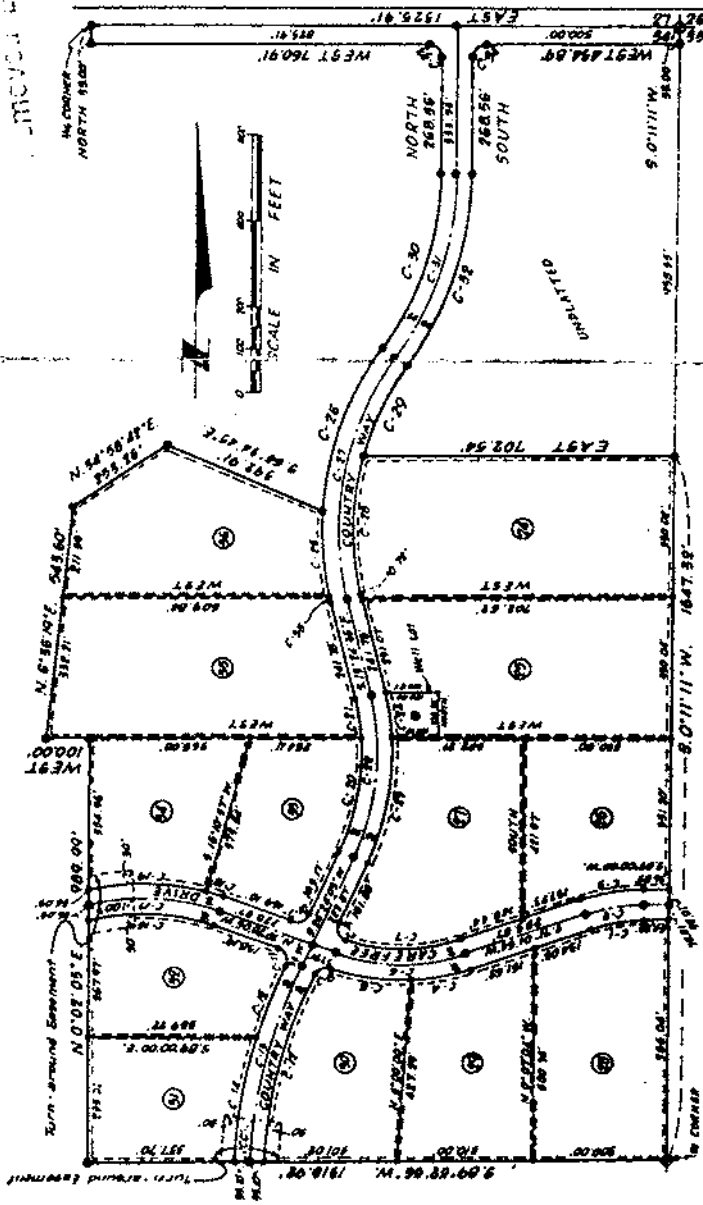
MCCARTER & TULLER

April 1930

150-215-20

150-215-20

PLAT NO. 105254



## LEGEND -

- Brass Cap on 2" x 30" Iron Pipe
- 1/2" x 30" Steel Pin
- 1/2" x 24" Steel Pin
- Lot Number
- Utility Easement 10' Inside all front abutment lot lines 10' Centered on all interior lot lines
- Well Site

All street rights of way as shown on this plat are dedicated to the public use. Public utility and drainage easements are not dedicated to the public, but the right of access to and use of these easements as required to service all lots within this plat is perpetually preserved.

Turn-around easements are temporary and will revert to respective lot owners when streets are extended.

Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval.

STATE OF IDAHO) ss  
COUNTY OF ADA)

Don C. McCarter, being first duly sworn, deposes and says: That he is a professional engineer, licensed to practice by the State of Idaho, that he has compared the above copy with the original plat and that the same is a true and exact copy of the original plat.

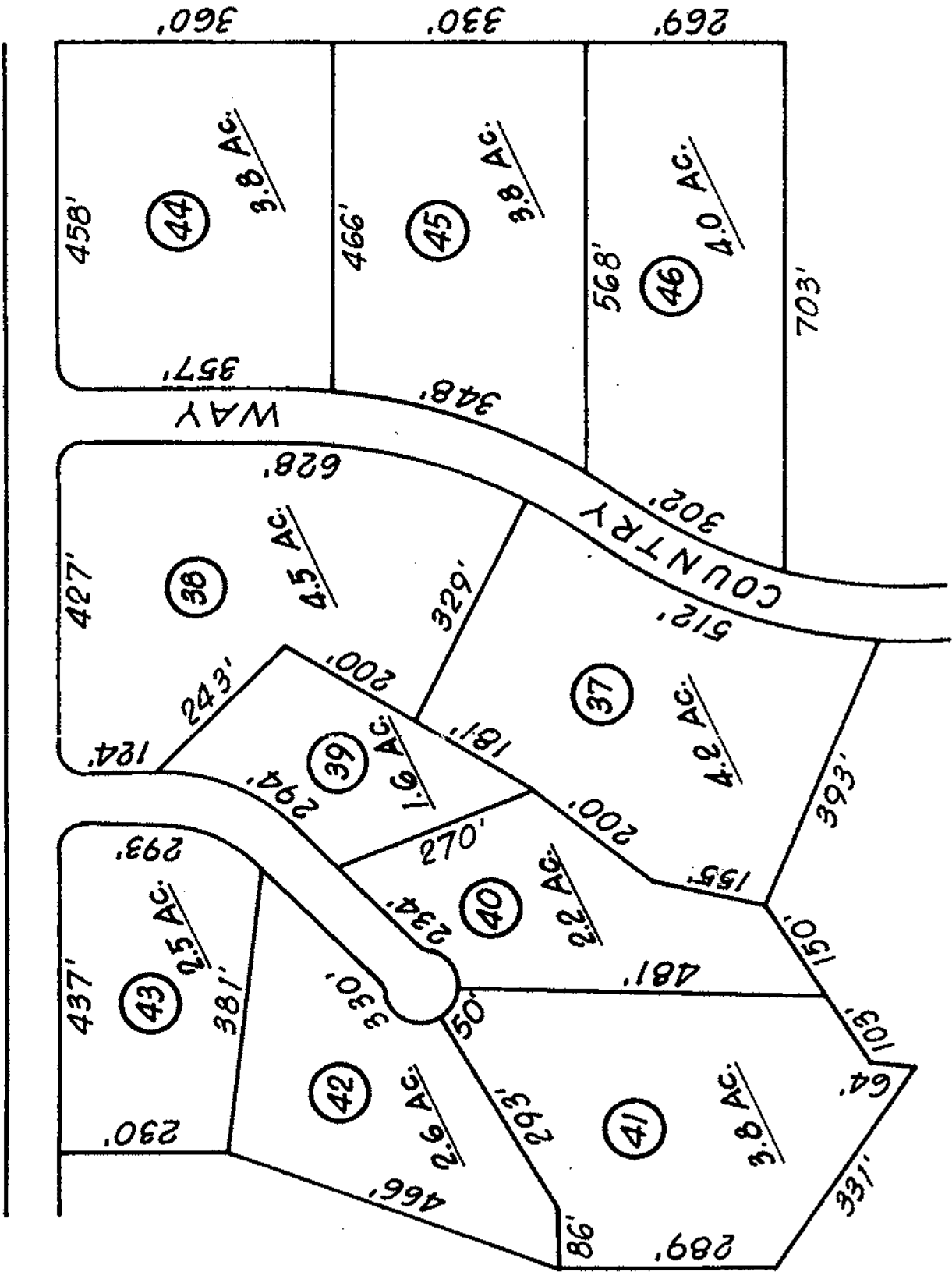
Subscribed and sworn before me this 10th day of January, 1930.

*Notary Public for Idaho, residing at Boise, Idaho. My Commission Expires February 16, 1930.*

CAREFREE SUBDIVISION (AMENDED)									
CURVE DATA									
CURVE	DELTA	RADIUS	TANGENT	CHORD	CH BEARING	LENGTH	PERCENT	CH BEARING	CHORD
C-1	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-2	17° 50' 21"	436.10	224.80	224.80	N 77° 50' 21" W	47.96	8.7%	N 77° 50' 21" W	47.96
C-3	17° 50' 21"	465.10	242.55	242.55	N 77° 50' 21" W	50.96	9.2%	N 77° 50' 21" W	50.96
C-4	17° 50' 21"	405.00	202.50	202.50	N 77° 50' 21" W	43.96	7.8%	N 77° 50' 21" W	43.96
C-5	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-6	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-7	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-8	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-9	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-10	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-11	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-12	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-13	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-14	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-15	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-16	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-17	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-18	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-19	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-20	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-21	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-22	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-23	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-24	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-25	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-26	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-27	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-28	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-29	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-30	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-31	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96
C-32	17° 50' 21"	345.70	178.40	178.40	N 77° 50' 21" W	41.96	7.1%	N 77° 50' 21" W	41.96







**CAREFREE SUBDIVISION NO. 3**





Instrument # 273634

VALLEY COUNTY, CASCADE, IDAHO

2003-07-11 08:30:40 No. of Pages: 3

Recorded for: KEVIN E. TALBOT

LELAND G. HEINRICH

Ex-Officio Recorder Deputy  
Index to: RESTRICTIVE COVENANT

Fee: 9.00

SEVENTH AMENDMENT TO

DECLARATION OF PROTECTIVE COVENANTS

OF CAREFREE SUBDIVISION

CAREFREE SUB. No. 1 HOMEOWNERS ASSOCIATION

Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision, Valley County, Idaho, on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree No. 1 subdivision, do hereby approve the following amendment to said Declaration of Protective Covenants, as follows:

I.

That Paragraph C, the Protective Covenants, Section 2, Structure and Landscaping, be and is hereby amended to read as follows:

2. Structure and Landscaping. A residence shall contain a minimum of 1,600 square feet of living space. There must be a minimum of 1,000 square feet of finished living space on the ground floor. The remaining 600 sq. ft. must be attached finished living space (basement, first floor, or second floor) as an integral part of the main house. A garage or other storage space or out building does not qualify as living space for the purpose of meeting this covenant requirement. All construction must be of good quality and done in a good and workman-like manner. Home construction is restricted to original, on-site, construction only. Pre-fab homes, modular homes, or any similar type of pre-constructed homes, and existing homes moved onto any lot (remodeled or not) are specifically prohibited by this covenant. A structure shall include the alteration, construction, or installation of any building, fence, antenna, flag pole, patio, retaining wall, dam, windmill, or similar object.

Landscaping shall include any alternation of the natural surface of the land including the removal or addition of any plant, tree, or shrubs, with the exception of normal lot clean-up and maintenance. The cutting of any live trees more than four (4) inches in diameter measured at a point 30 inches above the immediate ground shall require the prior approval of the Executive Committee.

All landscaping, exterior structure surfaces, building dimensions, and location of any structure on the lot shall be approved by the Executive Committee, prior to commencement of any work thereon. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the subdivision.

The use of a good quality exterior paint on exterior surfaces is allowed, however, painted surfaces must be kept in good condition. Any dilapidated appearance, or state of disrepair of exterior surfaces, would be a violation of these covenants. Colors must be submitted to the Executive Committee for approval prior to painting.

No reflective roofing material may be exposed on any lot. Colored metal roofing, however, is allowed. Galvanized, silver, white, or otherwise unpainted "reflective" metal roofing is not allowed.

Carefree Subdivision  
Seventh Amendment to Protective Covenants  
Paragraph C, Protective Covenants, Section 2 (continued)

All exterior walls of any structure may be of natural materials such as wood, stained wood, rock, or brick. In addition, exterior walls may be made of good quality manufactured man-made products, such as embossed cement board siding. However, a sample of the man-made product, together with the manufacturer's specifications, must be submitted for approval by the Executive Committee prior to its installation.

Any lot owner involved in a construction or remodeling project must insure that the builder/contractor provides portable toilet(s) for use on the construction site for the duration of the project or until indoor toilet facilities are available to construction crews.

Prior to any construction, the Executive Committee has the authority to request samples of any exterior construction material, roofing, paint, and/or the manufacturer's specification sheets for those products, for their approval.

II.

That paragraph C, the Protective Covenants, Section 10, Fences, be and is hereby amended to read as follows:

10. Fences. No fence, wall or hedge higher than four (4) feet shall be erected or maintained on said lots or any thereof, save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained. A fence, wall, or hedge of not to exceed six (6) feet in height may be erected and maintained around any lot, or portion thereof, provided, however, this sub-section is subject to the limitations set forth in Section 9 above ("Sight Distance at Intersections") and further is subject to approval of the Executive Committee.

Fencing should be of traditional post and wire construction, roundy pole, split rail, buck and pole, or other similar construction. If colored or stained, all fencing must be colored with natural earth tone colors, Vinyl fencing (white or any other color) is prohibited. Wood pole or board fencing painted white or any other non-earth tone color is prohibited. Electrical "tape" fencing ( any color) is also prohibited. Regular hot wire electrical fencing is permitted where necessary.

III.

That Paragraph C, the Protective covenants, be and is hereby amended to add Section 12, Night Time Exterior Light Pollution, to read as follows:

12. Night Time Exterior Light Pollution. Night time exterior lighting should be restricted so as to not become nuisance lighting, light pollution, or excessive lighting shining onto and/or across neighboring property. Exterior flood lights, yard lights, or other similar large lighting fixtures must be controlled by motion detectors, or electrical timers controlling delayed shut off time. Such lighting must





SIXTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
OF CAREFREE SUBDIVISION


Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree subdivision, do hereby approve the following amendment to said Declaration of Protective covenants, as follows:

I.

That Paragraph C, the Protective Covenants, Section 4, Height, be and is hereby amended to read as follows:

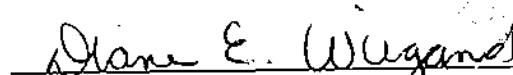
4. Height. No structure of a height of more than 24 feet shall be constructed on any lot of less than 2 1/2 acres, measuring such structure its highest roof peak to the highest natural lay of the land immediately adjacent to such structure.

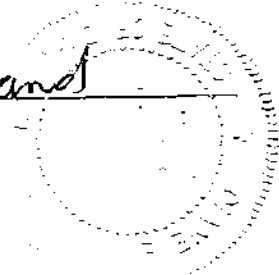
IN WITNESS WHEREOF, I have hereunto set my hand as of this 6 day of October, 1999.

  
Secretary, Carefree Homeowners Association

STATE OF IDAHO  
) ss.  
County of Valley

On this 6<sup>th</sup> day of October, 1999, before me the undersigned Notary Public in and for said State, personally appeared Leroy Crawford, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

  
Notary Public for Idaho  
Residing at McCall, Idaho



243477  
Protective Covenants  
TYPE  
VALLEY COUNTY RECORDER  
BY: D. Nelson  
FEE: 3.00

'99 OCT 7 PM 3 25  
ALLIANCE TITLE  
RECORDED





**Instrument # 311154**

VALLEY COUNTY, CASCADE, IDAHO

2006-07-21 01:15:17 No. of Pages: 2

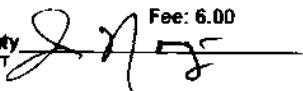
Recorded for : CAREFREE SUB NO 1 ASSOCIATION

LELAND G. HEINRICH

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT



EIGHTH AMMENDMENT TO

DECLARATION OF PROTECTIVE COVENANTS

OF CAREFREE SUBDIVION No. 1

CAREFREE SUB. No.1 HOMEOWNERS ASSOCIATION

Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision (amended), Valley County, Idaho, on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree No. 1 subdivision, do hereby approve the following amendment to said Declaration of Protective Covenants, as follows:

I.

That Paragraph C, the Protective Covenants, be and is hereby amended to add Section 13, Propane Tanks, to read as follows:

12. Propane Tanks. All propane tanks, regardless of size, must be either buried in the ground or fully screened on all four sides using a design and building materials similar to the main house structure. The screening structure must also be tall enough to provide proper screening. Any doorway or access opening in the screening structure must be located in the back end of the structure so that no part of the tank is visible from any lot in the subdivision or from any road in the subdivision. The location, design, color, and final trim appearance of the screening structure must be submitted for approval to the Executive Committee prior to the placement of the propane tank and prior to the construction of the screening structure. Please note that landscaping boulders and vegetation plantings (trees, shrubs, etc.) will not be sufficient to meet this screening requirement and will not be approved.

II.

That paragraph C, the Protective Covenants, Section 3, Set Back Lines, be and is hereby amended to read as follows:

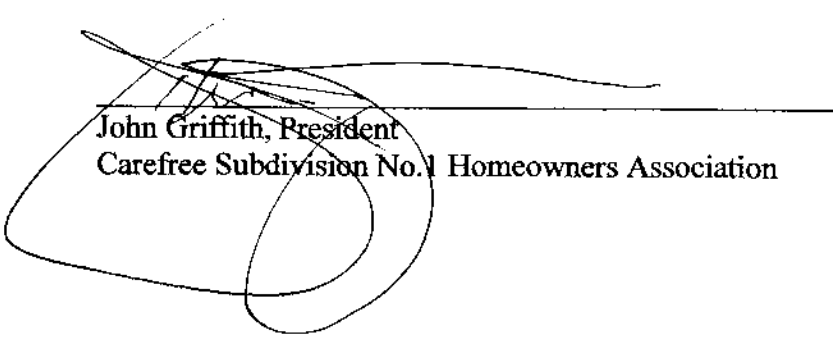
3. Set Back Lines. No structure or any part thereof shall be located upon any lot nearer than 50 feet to the front lot line nor nearer than 50 feet to any side street line. No structure shall be located nearer than 25 feet to any interior lot line. No structure or any part thereof shall be located on any interior lot nearer than 50 feet to the rear lot line.

In addition thereto on creek front lots, no structure or any part thereof, except decks, patios, gazebos, or the like, shall be located on any lot nearer than 50 feet to the high-water mark of such creek.

Carefree Subdivision  
Eighth Amendment to Protective Covenants  
Paragraph C, Protective Covenants, Section 13 (continued)

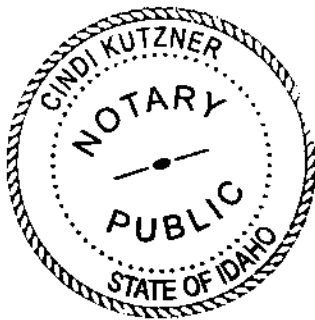
Furthermore, propane tanks so buried or screened from view as outlined in Paragraph C, Section 13, will be exempt from the 25 foot interior lot line setback requirement set forth above.

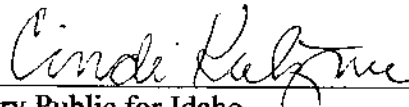
IN WITNESS WHEREOF, I have hereunto set my hand as of this 21 day of July, 2006.

  
\_\_\_\_\_  
John Griffith, President  
Carefree Subdivision No. 1 Homeowners Association

STATE OF IDAHO )  
County of Valley ) ss

On this 21 day of July, 2006, before me the undersigned Notary Public in and for said State, personally appeared John Griffith, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at McCall, Idaho  
My commission expires on \_\_\_\_\_.

My Commission Expires February 23, 2007



#92259

7-14-77

DECLARATION OF PROTECTIVE COVENANTS

CAREFREE SUBDIVISION

Valley County, Idaho

KNOW ALL MEN BY THESE PRESENTS:

A. Application.

1. Establishment and Enforcement. The undersigned, John F. Joyce and Martha C. Joyce, husband and wife, hereinafter called Declarants, to carry out the purposes herein recited, hereby declare that the real property situate in Valley County, Idaho, hereinafter described, all of which is owned by Declarants and collectively referred to herein as "tract" shall be subject to the protective covenants hereinafter set forth which are established as a plan for the general and uniform improvement of said tract and for the mutual benefit of Declarants and all of their successors in ownership of any portion of said tract, and as amended from time to time as hereinafter provided, are hereby declared to run with the land and to bind the Declarants and all persons claiming under them until terminated. To this end these covenants shall be specifically enforceable by Declarants, by the association hereinafter described, the executive committee to be established thereby and/or by those successors to and assigns of Declarants who directly or through mesne conveyances become and at the time remain the owners of any lot in or part of the said tract.

2. Description of Tract. The premises owned by Declarants and to which these covenants apply are more particularly described as follows, to-wit:

All Lots in the Carefree Subdivision, according to the official plat thereof on file and of record in the office of the Recorder of Valley County, Idaho, and any other land as the Declarants shall specifically make subject hereto at any subsequent time.

3. Delineation of the Dominant and Servient Tenements.

Said tract as a whole is hereby declared to constitute the dominant tenement for the benefit of every lot in which and every part of which these covenants are created, and each lot in said tract is hereby declared also to be the servient tenement hereby made subject to these restrictions as a mutual equitable servitude on each for the benefit of the others. Each person who accepts ownership of any interest in any lot subject to these covenants thereby irrevocably indicates his consent to assume all of the risks and perform all of the obligations herein imposed on the owner of a servient tenement, including those in Article B, Sections 5 (f) and (g), and in Article F hereof.

4. Definitions. (a) A "lot" is any parcel designated as such on a recorded map of any part of said tract.

(b) "Owner" means one or more persons owning title to a lot of record, unless the lot is then being sold under an executory contract of sale, in which latter case the contract buyer is meant, but not in any case the holder of a mortgage or other security interest, easement, lien, encumbrance, or leasehold.

B. The Homeowners Association.

1. Creation. After Declarants have transferred of record fifteen or more lots to others, or within two years, whichever shall first occur, they shall assist such owners to form a homeowners non-profit mutual protective association to enforce these protective covenants and to otherwise act to further the common interests of the owners of lots in said tract in the place of Declarants.

2. Authority. Wherever Declarants are empowered by any provision hereof to take or approve any action or enforce any provision hereof, the said association is hereby given

the authority from and after its organization to act or enforce each of these covenants in the place of Declarants, as well as the other authority herein set forth.

3. Name. The association shall be given a name by its members.

4. Annual Meeting.

(a) Time, Place and Purpose. The members of the owners association shall meet annually at such place on or near the tract as the executive committee hereafter referred to shall fix in a notice mailed with the ballots referred to below. The meeting shall be at 2:00 P.M. on the first Sunday of July of each year. At each meeting the membership shall conduct such association business as the executive committee or any 10 lot owners may bring before those assembled.

(b) Quorum. Ten owners, or a majority of all owners, whichever is less, shall constitute a quorum at the annual meeting.

(c) Membership Decisions. The executive committee shall carry out decisions of the membership made at the annual meetings, and shall have no authority to overrule them.

5. Executive Committee. (a) Creation. This owners association shall act, and carry out such policies as are established by its membership at annual meetings, through an executive committee of three persons (herein called the executive committee), which may act by majority vote.

(b) Election. The members of this committee shall be selected annually by plurality vote of the members of the lot owners association, including Declarants while they continue to own any lot, each of which members shall have one vote for each lot owned by him. Votes shall be cast by

lot owners by ballot mailed or delivered to each of them by the elected secretary of the association before June of each year at the address of each as it is shown on the books of the association. To be counted, a ballot must be returned to such secretary before July 1 of such year. The tally shall be made at the annual meeting by clerks chosen by the membership.

(c) Officers. The executive committee shall select its own chairman and secretary.

(d) Rule Making Power. The executive committee may develop and those present at any annual meeting may adopt such procedures governing the selection and conduct of the executive committee, and such amendment to, and rules governing the modification, construction, application, and enforcement of the protective covenants herein set forth, as shall have been proposed in writing mailed to members with notice of meeting and adopted by a majority of those present.

(e) Authority of Association. The executive committee is hereby granted authority to operate and maintain:

- (i) a water system;
- (ii) a sanitary system;
- (iii) upon 2/3 majority vote of all lot owners the executive committee is also given the authority to establish such other system or conduct such other activities as such majority may from time to time approve, until such majority may elect to discontinue the same at any time thereafter.

(f) The executive committee is hereby authorized to levy an assessment on each lot in proportion to its assessed value for county tax purposes to cover the annual operating expenses of all systems established and activities conducted, which shall, however, not exceed actual and necessary expenses for any system, as the owners association shall approve from time to time. Provided that for the purposes of maintaining the tract in a neat and attractive appearance and to reduce

the hazard of fire the Declarants or the executive committee when established, shall have the right to pasture or make hay on any lot free of fences until an owner commences construction of a residence thereon, at which time the owner must fence all or such portion of the premises he is occupying for such construction, including construction materials and storage. Any compensation received by Declarants or the executive committee when established, for such pasturing or hay shall be used to maintain and improve any system or activity authorized under Section B 5(e) above.

(g) The association may also levy assessments on those whom the executive committee finds have violated any of these protective covenants in such sum as the executive committee shall find is reasonable together with such sums as may be needed to cover the costs incurred by the association in enforcing compliance with such protective covenants by policing, hearings, and court actions as required. Any assessments referred to in this series of protective covenants shall constitute a lien on the lot owned by any person from the date the executive committee records a notice of lien until it is paid and thereby discharged. The assessments hereinabove referred to, are hereby declared to be among the damages to which every owner expresses his consent, by acquiring an interest in the tract.

(h) The executive committee shall also consider and act upon any and all proposals or plans and specifications submitted for its approval for landscaping and construction, and perform such other duties as from time to time shall be assigned to it by the association, including the inspection of construction in progress to assure its conformance with the plans approved by the executive committee. The executive committee shall approve proposal or plans and specifications



submitted for its approval only if it deems that the landscaping, construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surroundings or the subdivision as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The executive committee may condition its approval of proposals or plans and specifications or such changes therein as it deems appropriate and may require submission of plans for approval, or additional factors which it will take into consideration in reviewing submissions. The executive committee may require detail in plans, elevation drawings and description or samples of exterior material and colors as hereinafter set forth. Until receipt by the executive committee of any required plans and specifications, the executive committee may postpone review of any plan submitted for approval.

The executive committee shall meet from time to time as necessary to perform its duties hereunder. The approval of the executive committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the executive committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

The members of the executive committee shall receive no compensation.

C. The Protective Covenants.

The following are the protective covenants hereinabove referred to:

1. Residential Use. No lot shall be used for other than residential purposes. Permissible residential use includes the construction and occupation of not more than one single-family residence on any one lot, by not more than one family, all of whose members shall be related to one another by blood or marriage, plus such of its servants and guests as may reside with it temporarily.

No commercial activity of any kind shall be permitted on any lot.

Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two weeks duration nor more than 30 days each calendar year, except with special permission of the executive committee.

2. Structures and Landscaping. A residence shall contain a minimum of 1,000 square feet of living space and all construction must be of good quality and done in a good and workman-like manner. Structure shall include the alteration, construction, or installation of any building, fence, antenna, flag pole, patio, retaining wall, dam, windmill or similar object.

Landscaping shall include any alteration of the natural surface of the land including the removal or addition of any plant, tree, or shrubs, with the exception of normal lot clean-up and maintenance. The cutting of any live trees more than four (4) inches in diameter 30 inches above the ground shall require the prior approval of the executive committee.

All landscaping, exterior structure surfaces, dimensions, and location on lot shall be approved by the Declarants or executive committee, when established, prior to commencement of any work thereon. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the subdivision.

No exterior surfaces of any structure other than trim shall be painted. No reflective roofing material may be exposed on any lot. All exterior walls of any structure shall be of natural materials such as wood, stained wood, rock or brick. Prior to construction samples of such materials must be approved by the Declarants or the executive committee, when established.

To a reasonable extent, no structure shall block another owner's view of any object of natural beauty such as a creek or mountain.

No trailer, basement, tent, shack, garage, barn, motor home, mobile home or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence except during construction as hereinafter set forth in Section 7(c) hereof.

3. Set Back Lines. No structure or any part thereof shall be located upon any lot nearer than 50 feet to the front lot line nor nearer than 50 feet to any side street line. No structure shall be located nearer than 25 feet to any interior lot line. No structure or any part thereof shall be located on any interior lot nearer than 50 feet to the rear lot line.

In addition thereto on creek front lots, no structure or any part thereof except decks, patios, gazebos or the like, shall be located on any lot nearer than 50 feet to the highwater mark of such creek.

4. Height. No structure of a height of more than 16 feet shall be constructed on any lot of less than 2½ acres, measuring such structure from its highest roof peak to the highest natural lay of the land immediately adjacent to such structure.

5. Easements and Lot Subdivision. Easements to lay

or cause to be laid, water and sewer pipes and mains and conduits and any and all other utility lines, on, under, through and across a strip of land five feet in width parallel to and along the full length of the interior boundary lines of said tract are hereby reserved to Declarants, their successors and assigns.

All easements as shown on the plat of such tract for irrigation ditches and/or utilities are perpetually reserved for such uses.

No lot may be further subdivided.

6. Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in such tract other than dogs, cats or other household pets may be kept, provided that the same are not kept, bred or maintained for commercial purposes. Provided, further, that the same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof.

d, further, that upon lots containing more than 2½ acres, one horse, cow or steer may be kept and maintained on such lot for each full acre thereof, together with such poultry as may be allowed by the executive committee.

7. Nuisances. (a) Discharge of firearms is strictly prohibited and no one shall perform in said tract any activity which is noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over any part of said tract, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances. Whether a violation of this sub-paragraph has occurred shall be determined by Declarants or the associations' executive committee.

(b) All lots are to be maintained in a neat and tidy fashion and no debris, refuse, garbage, or junk shall be deposited or left upon any lot at any time. No building materials shall be deposited or left upon any lot except in orderly and sightly piles and then only for a reasonable period of time during the construction of any structure. A reasonable construction time shall not exceed a consecutive two year period of time from the date that any excavation or construction commences or any building materials are placed on the lot.

(c) No vehicle, boat, camper, trailer, machine, motor cycle, snow machine, nor machinery of any kind, except that being used in connection with construction on such lot shall be stored on any lot except screened from view of neighbors and public roads.

(d) The burning of wood, oil or gas for heating or cooking purposes, or of wood or leaves for clean-up purposes, shall not violate this covenant.

8. Signs. No sign of any kind containing more than 14 square feet shall be displayed to the public view on any lot.

9. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

No tree shall be permitted to remain within such distance

of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. Fences. No fence, wall or hedge higher than four feet shall be erected or maintained on said lots or any thereof, save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained, a fence, wall or hedge of not to exceed six feet in height may be erected and maintained around any lot, or portion thereof. Provided, however, this sub-section is subject to the limitations set forth in Section 9 above and further is subject to approval of the Declarants or executive committee when established.

11. Exception to Declarants. The Declarants shall be exempt from these covenants during the period they are engaged in selling any lots within the tract.

D. Park. The Declarants have established a park area to be used for the use and enjoyment of lot owners. Upon formation of the homeowners association as hereinabove provided, to which association all lot owners shall become members, the Declarants shall transfer to said association such park and said lot owners shall thereby obtain an equal and undivided interest in said park. An interest in the park may not be separated from a lot ownership and upon transfer of a lot ownership such park interest shall follow such transfer.

E. Additional Lands. In the event Declarants shall elect to subdivide additional lands this declaration of protective covenants shall apply thereto and each owner shall be a member of the homeowners association referred to herein with all rights, privileges, duties and obligations as owners in Carefree Subdivision.

F. Enforcement. These protective covenants may be enforced by any persons or entities entitled to enforce these covenants as set forth in Article A hereof, through action for injunction and/or damages (including attorney's fees to be fixed by the Court).

G. Amendments. These covenants may be amended or terminated or parts thereof may be added or deleted, from time to time, by the then owners of at least 2/3 of the lots in said tract, by a writing which they execute and cause to be recorded in the office of the County Recorder of Valley County, Idaho.

H. Severability and Interpretation. Invalidation of any part of this declaration shall not affect any other part hereof.

Examples shall be for illustrative purposes and are not limiting in any way the overall desire to enhance the value, attractiveness, and desirability of the tract. Where applicable the plural and singular are interchangeable as are the masculine and feminine.

IN WITNESS WHEREOF, the Declarants have hereunto set their hands to this instrument this 14<sup>th</sup> day of July, 1977.

John P. Joyce  
John P. Joyce  
Martha C. Joyce  
Martha C. Joyce

STATE OF IDAHO )  
County of Valley ) ss.

On this 14<sup>th</sup> day of July, 1977, before me the under-  
signed Notary Public in and for said State, personally  
appeared JOHN F. JOYCE and MARTHA C. JOYCE, husband and  
wife, known to me to be the persons whose names are subscribed  
to the within instrument, and acknowledged to me that they  
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.

*Richard L. ...*  
Notary Public for Idaho  
Residing at Cascade, Idaho

92253

STATE OF IDAHO )  
County of Valley )

I hereby certify that this instrument  
was filed for record at the request of  
*John F. Joyce*

at 2:25 minutes past  
o'clock P. M. This  
day of July 1977

in my office and duly recorded in  
Book 123 of  
Page 123

By R. L. ... Deputy  
Notary Public

EXHIBIT

INDEXED

FILED

NOTARY PUBLIC

STATE OF IDAHO

NOTARY PUBLIC



99607-99621  
2-27-79

FIRST AMENDMENTS  
TO DECLARATION OF PROTECTIVE COVENANTS  
OF CAREFREE SUBDIVISION  
Valley County, Idaho

*All amendments  
the same, just  
signed by different  
people*

The undersigned owners of a lot or lots in the Carefree Subdivision in Valley County, Idaho, do hereby approve the following amendments to the Declaration of Protective Covenants of Carefree Subdivision on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, as follows:

I

That Part B, The Home Owners Association, Section 5, Executive Committee sub-section (b) Election, be and is hereby amended to read as follows:

(b) Election: The Executive Committee shall consist of the Board of Directors and shall be elected for a period of three (3) years until their respective successors shall have been elected; provided, however, that at the first election, one (1) director shall be elected for one (1) year, one (1) director shall be elected for two (2) years, and one director shall be elected for three (3) years.

The members of this committee shall be selected by plurality vote of the members of the lot owners association, including Declarants while they continue to own any lot, each of which members shall have one vote for each lot owned by him. Votes shall be cast by lot owners by ballot mailed or delivered to each of them by the elected secretary of the association before June of each year at the address of each as it is shown on the books of the association. To be counted, a ballot must be returned to such secretary before July 1 of such year. The tally shall be made at the annual meeting by clerks chosen by the membership.

II

That Part B, The Home Owners Association, be and is hereby amended by the addition thereto of a new sub-section (i) of Section 5 thereof, to read as follows:

(i) Use of Water: All water derived from the community well constructed by John P. Joyce and conveyed by him to the Carefree Home Owners Association, Inc., shall be used solely for inside residential purposes such as cooking, drinking, washing, bathing and sanitary purposes and shall not be used for any outside purposes except in the case of an emergency and for watering those animals provided for in Part C, The Protective Covenants, Section 6.

IN WITNESS WHEREOF, we have hereunto set our hands as of this 26 day of September, 1978.

James E. Gentry  
James E. Gentry  
Susan A. Gentry  
Susan A. Gentry

STATE OF Idaho )  
County of CANYON ) ss.  
Valley )

On this \_\_\_\_\_ day of September, 1978, before me the undersigned Notary Public in and for said State, personally appeared James E. Gentry and Susan A. Gentry, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

Paul [Signature]  
Notary Public for IDAHO  
Residing at Calvin [Signature]

169924  
10/19/89

169924

SECOND AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
OF CAREFREE SUBDIVISION  
Valley County, Idaho

Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision, on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than 2/3rds of the lot owners in the Carefree Subdivision, do hereby approve the following amendment to said Declaration of Protective Covenants, as follows:

I.

That Paragraph C, The Protective Covenants, Section 4, Height, be and is hereby amended to read as follows:

4. Height. No structure of a height of more than 16 feet shall be constructed on any lot of less than 2 1/2 acres, measuring such structure from its highest roof peak to the highest natural lay of the land immediately adjacent to such structure. Provided, however, that when applying this protective covenant to Lot 1, the height limit shall be 22 feet instead of 16 feet for a log cabin build on Lot 1 on the natural lay of the land, 240 feet east of Carefree Drive.

IN WITNESS WHEREOF, we have hereunto set our hands as of this 17 day of OCTOBER, 1989.

SECOND AMENDMENT TO COVENANTS - 1

*Jean M. Byron, Trustee*  
JEAN M. BYRON, TRUSTEE

20 \_\_\_\_\_  
LOT NO.

*[Handwritten signature]*  
CAMPAN CRIST Lot 14

*[Handwritten signature]* Lot 18  
*[Handwritten signature]*

3. *[Handwritten signature]*

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

13. \_\_\_\_\_

14. \_\_\_\_\_

15. \_\_\_\_\_

16. \_\_\_\_\_

17. \_\_\_\_\_

18. \_\_\_\_\_

19. \_\_\_\_\_

20. \_\_\_\_\_

SECOND AMENDMENT TO COVENANTS - 2

*[Handwritten signature]*

3. STATE OF Idaho )  
COUNTY OF Ada ) ss.

On this 27<sup>th</sup> day of August, 1989, before me personally appeared Michael M. Guse known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

Serry Seltzer  
Notary Public  
Residing at Boise, Idaho  
My commission expires: 3/9/92

4. STATE OF Idaho )  
COUNTY OF Beda ) ss.

On this 30<sup>th</sup> day of August, 1989, before me personally appeared Lance E. Jensen known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Carolee J. Hopingredman  
Notary Public  
Residing at: Boise, Idaho  
My commission expires: 5/1/92



STATE OF Idaho

COUNTY OF Blaine

On this 25<sup>th</sup> day of August, 1989, before me personally appeared Steve Joyce known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Catherine Hopwood  
Notary Public  
Residing at Coeur d'Alene  
My commission expires 5/7/92

STATE OF Idaho

COUNTY OF Blaine

On this 24<sup>th</sup> day of August, 1989, before me personally appeared David Murray known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Henry L. Wilson  
Notary Public  
Residing at Blaine Idaho  
My commission expires 3/3/92

W. J. DeLeon  
Signature

12-4-15  
Lot No.

STATE OF Idaho  
COUNTY OF Valley

On this 21st day of September, 1985, before me personally appeared W. J. DeLeon known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Johanna M. Pearson  
Notary Public  
Residing at: McCall  
My commission expires: 5-21-91


SECOND AMENDMENT TO COVENANTS

Ransom P. Gibson  
Signature

2d  
Lot No.

STATE OF Nevada  
COUNTY OF Clark

On this 9th day of Sept, 1985, before me personally appeared Ransom P. Gibson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

 NOTARY PUBLIC  
STATE OF NEVADA  
County of Clark  
GARY ROBINSON  
My Appointment Expires May 24, 1991.

Gary Robinson  
Notary Public  
Residing at: 1840 W. 5th, Henderson, NV 89002  
My commission expires: May 24, 1991

SECOND AMENDMENT TO COVENANTS

IN WITNESS WHEREOF, we have hereunto set our hands as of this  
19 day of OCTOBER 1989.

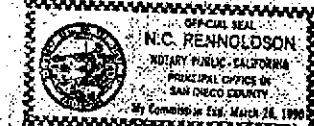
SECOND AMENDMENT TO COVENANTS - 1

Jean M. Biron, Trustee  
JEAN M. BIRON, TRUSTEE

20  
LOT NO.

STATE OF California )  
COUNTY OF San Diego ) ss.

On this 20 day of September, 1989, before me personally appeared JEAN M. BIRON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.



McDonnell  
Notary Public  
Residing at: Rancho Santa Fe  
My Commission Expires: 3-28-90

SECOND AMENDMENT TO COVENANTS

Thomas C. Ackerman, Trustee

THOMAS C. ACKERMAN, TRUSTEE  
of the Robert H. Biron Trust

21  
LOT NO.

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss.

On this 27<sup>th</sup> day of SEPTEMBER, 1989, before me personally appeared THOMAS C. ACKERMAN, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.



Paula M. Hall  
Notary Public  
Residing at: San Diego, CA  
My Commission Expires: 05-21-90

SECOND AMENDMENT TO COVENANTS



SECOND AMENDMENT TO COVENANTS - 2

David O. Wilson  
Signature

# 23  
Lot No.

STATE OF INDIANA )  
COUNTY OF ADA ) ss.

On this 17th day of SEPT, 1989, before me personally appeared DAVID O. WILSON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

S. P. R. A. R.

Kenneth E. Valters  
Signature

1  
Lot No.

STATE OF Alabama )  
COUNTY OF Ada ) ss.

On this 13 day of September, 1989, before me personally appeared Kenneth E. Valters known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Kenneth E. Valters  
Notary Public  
Residing at: 1011 1/2 N. 1st St. Ada, Ala.  
My commission expires: July 11, 1991

SECOND AMENDMENT TO COVENANTS

Charles Hunter  
Signature

C-19  
Lot No.

STATE OF IDAHO )  
COUNTY OF Valley ) ss.

On this 17<sup>th</sup> day of October, 1989, before me personally appeared CHARLES HUNTER known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Paul M. ...  
Notary Public  
Residing at: McCall, Idaho  
My commission expires: 11-1-93

Richard L. Morris  
Signature

Lot No.

STATE OF IDAHO )  
COUNTY OF Valley ) ss.

On this 29<sup>th</sup> day of September, 1989, before me personally appeared Richard L. Morris known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

L. Diane Rogers  
Notary Public  
Residing at: McCall, ID  
My commission expires: 8-15-94

SECOND AMENDMENT TO COVENANTS

Stedley J. Hays  
Signature

4  
Lot No.

STATE OF Idaho )  
COUNTY OF Ada ) ss.

On this 9 day of September, 1989, before me personally appeared Stedley J. Hays known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

[Signature]  
Notary Public  
Residing at: Boise, Id.  
My commission expires: 2-22-92

Robert M. Meyer, MD  
Signature

5  
Lot No.

STATE OF Idaho )  
COUNTY OF Ada ) ss.

On this 9 day of September, 1989, before me personally appeared Robert M. Meyer known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

[Signature]  
Notary Public  
Residing at: Boise, Id.  
My commission expires: 2-22-92

SECOND AMENDMENT TO COVENANTS

COUNTY OF Clark

On this 9th day of Sept, 1989, before me personally appeared Dennis C. Goshik known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

NOTARY PUBLIC  
STATE OF NEVADA  
County of Clark  
DARY ROBINSON  
My Commission Expires May 24, 1991

Dary Robinson  
Notary Public  
Residing at: 1820 W. St. Hwy  
My Commission Expires: May

SECOND ASSIGNMENT TO COVENANTS

Dennis C. Goshik  
Signature

16  
Lot No.

STATE OF IDAHO  
COUNTY OF ADA ss.

On this 11th day of September, 1989, before me personally appeared Lawrence C. Hayden known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Lawrence C. Hayden  
Notary Public  
Residing at: Boise, Idaho  
My Commission Expires: 2/17/94

Lawrence C. Hayden  
Signature

16  
Lot No.

STATE OF IDAHO  
COUNTY OF ADA ss.

On this 11th day of September, 1989, before me personally appeared Lawrence C. Hayden known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.



Lawrence C. Hayden  
Notary Public  
Residing at: Boise, Idaho  
My Commission Expires: 2-15-91

SECOND ASSIGNMENT TO COVENANTS



My Commission Expires: 08-11-99

SECOND AMENDMENT TO COVENANTS

74

Davidson  
Signature

8  
Lot No.

STATE OF California  
COUNTY OF Alameda ss.

On this 27th day of September, 1989, before me personally appeared Lee Davidson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Davidson  
Notary Public  
Residing at: Alameda  
My commission expires: 8-11-99

SECOND AMENDMENT TO COVENANTS

159524  
REQUESTED BY: Kevin E. Tolbo  
RECORDED BY: L.  
SEP 19 2 43 PM '89  
THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA  
Lee Davidson  
5936 Davidson Ln.  
Oakland, CA 94603

#180225  
5-17-91

THIRD AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
OF CAREFREE SUBDIVISION

SEARCHED \_\_\_\_\_  
INDEXED \_\_\_\_\_  
SERIALIZED \_\_\_\_\_  
FILED \_\_\_\_\_

Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree Subdivision, do hereby approve the following amendment to said Declaration of Protective Covenants, as follows:

I.

That Paragraph C, The Protective Covenants, Section 4, Height, be and is hereby amended to read as follows:

4. Height. No structure of a height of more than 16 feet shall be constructed on any lot of less than 2 1/2 acres, measuring such structure from its highest roof peak to the highest natural lay of the land immediately adjacent to such structure. Provided, however, that when applying this protective covenant to Lot 1, the height limit shall be 22 feet instead of 16 feet for a log cabin built on Lot 1 on the nature lay of the land, 240 feet east of Carefree Drive; and

Provided, however, that when applying this protective covenant to Lot 3, the height limit shall be 18 feet instead of 16 feet for a house built on Lot 3 on the natural lay of the land, 135 feet East from Carefree Drive.

THIRD AMENDMENT TO COVENANTS - 1

1992

IN WITNESS WHEREOF, I have hereunto set my hand as of this

14<sup>th</sup> day of FEBRUARY, 1991.

Kevin E. Talbot Lot # \_\_\_\_\_

STATE OF Idaho )  
COUNTY OF Ada ) ss.

On this 14 day of February, 1991, before me, a notary public for the State of Idaho, personally appeared Kevin E. Talbot, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he/she executed the same.

Marilyn L. Cox  
Notary Public  
Residing at Idaho, Ada  
My Commission expires: July 11, 1992

*plus many  
more  
signatures  
pages*

COUNTY  
34



#185863  
2-18-90

FOURTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
OF CAREFREE SUBDIVISION

Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree Subdivision, do hereby approve the following amendment to said Declaration of Protective Covenants, as follows:

I.

That Paragraph C, The Protective Covenants, Section 4, Height, be and is hereby amended to read as follows:

4. Height- No structure of a height of more than 16 feet shall be constructed on any lot of less than 2 1/2 acres, measuring such structure from its highest roof peak to the highest natural lay of the land immediately adjacent to such structure. Provided, however, that when applying this protective covenant to Lot 1, the height limit shall be 22 feet instead of 16 feet for a log cabin built on Lot 1 on the nature lay of the land, 240 feet east of Carefree Drive; and

Provided, however, that when applying this protective covenant to Lot 3, the height limit shall be 18 feet instead of 16 feet for a house built on Lot 3 on the natural lay of the land, 135 feet East from Carefree Drive.

Provided, however, that when applying this protective covenant to Lot 7, the height limit shall be 22 feet instead of 16 feet for a house built on Lot 7 on the natural lay of the land, 11 feet East from Carefree Drive.



IN WITNESS WHEREOF, I have hereunto set my hand as of this  
21<sup>st</sup> day of OCTOBER, 1991

*[Signature]*  
Lot No. \_\_\_\_\_

STATE OF Idaho  
COUNTY OF Ada

On this 21 day of October, 1991, before  
me, a notary public for the State of Idaho, personally appeared  
[Signature], known or identified to me  
to be the person whose name is subscribed to the foregoing  
document, and acknowledged to be that he/she executed the same.

*[Signature]*  
Notary Public  
Residing at [Address]  
My commission expires: July 1992

IN WITNESS WHEREOF, I have hereunto set my hand as of this  
21 day of October, 1991

*[Signature]*  
Lot No. \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before  
me, a notary public for the State of Idaho, personally appeared  
[Signature], known or identified to me  
to be the person whose name is subscribed to the foregoing  
document, and acknowledged to be that he/she executed the same.



Notary Public  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

PLUS MANY  
MORE SPALIA PAGES

196410  
6/4/93

POSTED

SIXTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
OF CAREFREE SUBDIVISION

Pursuant to Paragraph G. of the Declaration of Protective Covenants of the Carefree subdivision on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument no. 92259, the undersigned, being more than two-thirds of the lot owners in the carefree subdivision, do hereby approve the following amendment to said Declaration of Protective covenants, as follows:

I.

That Paragraph C, The Protective Covenants, Section 3, Set Back Lines, be and is hereby amended to read as follows:

3. Set Back Lines. No structure or any part thereof shall be located upon any lot nearer than 50 feet to the front lot line or nearer than 50 feet from any side street line. No structure shall be located nearer than 25 feet to any interior lot line. No structure or any part thereof shall be located on any interior lot nearer than 50 feet from the rear lot line.

Provided, however, that when applying this protective covenant to Lot 3, the set back line limits shall be waived with respect to a concrete retaining wall along the south boundary beginning approximately 60 feet from Comfort Road and extending for approximately 80 feet before turning north, and with respect to a western style log rail fence along the north, south and west lot line.

SIXTH AMENDMENT TO COVENANTS - 1

THE  
VALLEY  
RECORDER  
BY  
1964

196410  
PONDEROSA TITLE  
REQUESTED BY  
RECORDED

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

IN WITNESS WHEREOF, I have hereunto set my hand as of this  
26th day of April, 1993.

[Signature]  
(Signature of Lot Owner)

[Signature]  
(Signature of Lot Co-Owner)  
Lot No. 20

STATE OF IDAHO )  
COUNTY OF Valley ) ss.

On this 26th day of April, 1993, before me, a notary public for the State of Idaho, personally appeared Claire R. Nensberg and Kerry T. Green, known or identified to me to be the person(s) whose name(s) ~~is/are~~ subscribed to the foregoing document, and acknowledged to me that he/she/they executed the same.

[Signature]  
Notary Public  
Residing at McCall  
My commission expires: 8-15-94

plus several  
more signature  
pages.

243477

10-7-99

SIXTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
OF CAREFREE SUBDIVISION

Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree subdivision, do hereby approve the following amendment to said Declaration of Protective covenants, as follows:

I.

That Paragraph C, the Protective Covenants, Section 4, Height, be and is hereby amended to read as follows:

4. Height. No structure of a height of more than 24 feet shall be constructed on any lot of less than 2 1/2 acres, measuring such structure its highest roof peak to the highest natural lay of the land immediately adjacent to such structure.

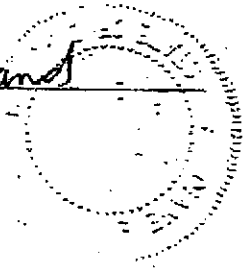
IN WITNESS WHEREOF, I have hereunto set my hand as of this 6 day of October, 1999.

*Leroy Crawford*  
Secretary, Carefree Homeowners Association

STATE OF IDAHO ) ss.  
County of Valley

On this 6<sup>th</sup> day of October, 1999, before me the undersigned Notary Public in and for said State, personally appeared Leroy Crawford, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

*Diane E. Wiggand*  
Notary Public for Idaho  
Residing at McCall, Idaho



243477  
TYPE: Protective Covenants  
LETTERS: 10/7/99  
VALLEY COUNTY RECORDER  
BY: *Diane Wiggand*  
FEE: 3.00

'99 OCT 7 PM 3 25  
ALLIANCE TITLE  
RECORDED

#196668  
6-15-93

FIFTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
OF CAREFREE SUBDIVISION

Pursuant to Paragraph C of the Declaration of Protective Covenants of the Carefree Subdivision on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree Subdivision, do hereby approve the following amendment to said Declaration of Protective Covenants, as follows:

I.

That Paragraph C, The Protective Covenants, Section 4, Height, be and is hereby amended to read as follows:

4. Height. No structure of a height of more than 16 feet shall be constructed on any lot of less than 2½ acres, measuring such structure its highest roof peak to the highest natural lay of the land immediately adjacent to such structure.

Provided, however, that when applying this protective covenant to Lot 1, the height limit shall be 22 feet instead of 16 feet for a log cabin built on Lot 1 on the natural lay of the land, 240 feet east of Carefree Drive; and

Provided, however, that when applying this protective covenant to Lot 3, the height limit shall be 18 feet instead of 16 feet for a house built on Lot 3 on the natural lay of the land, 135 feet East from Carefree Drive.

Provided, however, that when applying this protective covenant to Lot 7, the height limit shall be 21 feet instead of 16 feet for a house built on Lot 7 on the natural lay of the land, 110 feet East from Carefree Drive.

Provided, however, that when applying this protective covenant to Lot 2, the height limit shall be 20 feet instead of 16 feet for a free standing flag pole and a television antenna attached to garage built on Lot 2 on the natural lay of the land, 250 feet East from Carefree Drive.

TYPE  
DATE  
BY  
FILED  
2/1/93

REQUESTED BY  
DICK  
DICK

150603

IN WITNESS WHEREOF, I have hereunto set my hand as of this  
12 day of February, 1992.

[Signature]  
(Signature of Lot Owner)

[Signature]  
(Signature of Lot Co-Owner)  
Lot No. 3

STATE OF Idaho ;  
COUNTY OF Valley ; ss.

On this 12 day of February, 1992, before  
me, a notary public for the State of Idaho, personally appeared  
GARY N. HOFF AND SHELLEY M. HOFF  
known or identified to me to be the person(s) whose name(s) is/are  
subscribed to the foregoing document, and acknowledged to me that  
he/she/they executed the same.

[Signature]  
Notary Public  
Residing at Wendell  
My commission expires: 12-19-92

IN WITNESS WHEREOF, I have hereunto set my hand as of this  
19 day of January, 1993.

[Signature]  
(Signature of Lot Owner)

[Signature]  
(Signature of Lot Co-Owner)  
Lot No. 4

STATE OF Idaho ;  
COUNTY OF Ada ; ss.

On this 19th day of January, 1993, before  
me, a notary public for the State of Idaho, personally appeared  
Stellina Heag and Gene Heag  
known or identified to me to be the person(s) whose name(s) is/are  
subscribed to the foregoing document, and acknowledged to me that  
he/she/they executed the same.

[Signature]  
Notary Public  
Residing at Boise Idaho  
My commission expires: 11/21/98

plus  
many more  
pages...

#196410  
6-04-93

POSTED

SIXTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
OF CAREFREE SUBDIVISION

Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 22259, The undersigned, being more than two-thirds of the lot owners in the Carefree Subdivision, do hereby approve the following amendment to said Declaration of Protective Covenants, as follows:

F.

That Paragraph C, The Protective Covenants, Section 3, Set Back Lines, be and is hereby amended to read as follows:

3. Set Back Lines. No structure or any part thereof shall be located upon any lot nearer than 50 feet to the front lot line or nearer than 50 feet from any side street line. No structure shall be located nearer than 25 feet to any interior lot line. No structure or any part thereof shall be located on any interior lot nearer than 50 feet from the rear lot line.

Provided, however, that when applying this protective covenant to Lot 3, the set back line limits shall be waived with respect to a concrete retaining wall along the south boundary beginning approximately 60 feet from Comfort Road and extending for approximately 80 feet before turning north, and with respect to a western style log rail fence along the north, south and west lot lines.

198410  
POSTEROSA TITLE  
RECORDED BY  
JUN 9 1993  
THE A. D. M. INC.  
VALLEY COUNTY, IDAHO  
455-00



IN WITNESS WHEREOF, I have hereunto set my hand as of this  
26<sup>th</sup> day of April, 1993.

[Signature]  
(Signature of Lot Owner)

[Signature]  
(Signature of Lot Co-Owner)  
Lot No. 20

STATE OF IDAHO )  
COUNTY OF Valley ) ss.

On this 26<sup>th</sup> day of April, 1993, before  
me, a notary public for the State of Idaho, personally appeared  
Claire R. Nensberg and Kerry T. Green  
known or identified to me to be the person(s) whose name(s) is/are  
subscribed to the foregoing document, and acknowledged to me that  
he/she/they executed the same.

[Signature]  
Notary Public  
Residing at Marble  
My commission expires: 8-15-94

Plus many  
more signature  
pages...



SIXTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
OF CAREFREE SUBDIVISION

Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree subdivision, do hereby approve the following amendment to said Declaration of Protective covenants, as follows:

I.

That Paragraph C, the Protective Covenants, Section 4, Height, be and is hereby amended to read as follows:

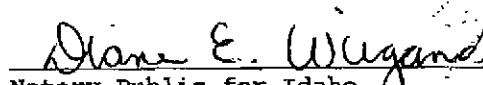
4. Height. No structure of a height of more than 24 feet shall be constructed on any lot of less than 2 1/2 acres, measuring such structure its highest roof peak to the highest natural lay of the land immediately adjacent to such structure.

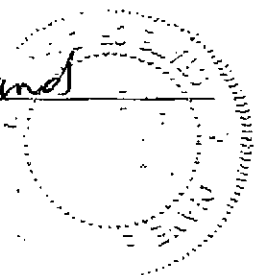
IN WITNESS WHEREOF, I have hereunto set my hand as of this 6 day of October, 1999.

  
Secretary, Carefree Homeowners Association

STATE OF IDAHO )  
 ) ss.  
County of Valley

On this 6<sup>th</sup> day of October, 1999, before me the undersigned Notary Public in and for said State, personally appeared Leroy Crawford, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

  
Notary Public for Idaho  
Residing at McCall, Idaho



243477  
TYPE Protective Covenant  
LELAND F. BRUSH  
VALLEY COUNTY RECORDER  
BY: D. Wiegand  
FEE: 3.00

'99 OCT 7 PM 3 25

ALLIANCE TITLE  
RECORDED

Instrument # 273634

VALLEY COUNTY, CASCADE, IDAHO

2003-07-11 08:30:40 No. of Pages: 3

Recorded for: KEVIN E. TALBOT

LELAND G. HEINRICH

Fee: 9.00

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT

SEVENTH AMENDMENT TO

DECLARATION OF PROTECTIVE COVENANTS

OF CAREFREE SUBDIVISION

CAREFREE SUB. No. 1 HOMEOWNERS ASSOCIATION

Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision, Valley County, Idaho, on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree No. 1 subdivision, do hereby approve the following amendment to said Declaration of Protective Covenants, as follows:

I.

That Paragraph C, the Protective Covenants, Section 2, Structure and Landscaping, be and is hereby amended to read as follows:

2. Structure and Landscaping. A residence shall contain a minimum of 1,600 square feet of living space. There must be a minimum of 1,000 square feet of finished living space on the ground floor. The remaining 600 sq. ft. must be attached finished living space (basement, first floor, or second floor) as an integral part of the main house. A garage or other storage space or out building does not qualify as living space for the purpose of meeting this covenant requirement. All construction must be of good quality and done in a good and workman-like manner. Home construction is restricted to original, on-site, construction only. Pre-fab homes, modular homes, or any similar type of pre-constructed homes, and existing homes moved onto any lot (remodeled or not) are specifically prohibited by this covenant. A structure shall include the alteration, construction, or installation of any building, fence, antenna, flag pole, patio, retaining wall, dam, windmill, or similar object.

Landscaping shall include any alternation of the natural surface of the land including the removal or addition of any plant, tree, or shrubs, with the exception of normal lot clean-up and maintenance. The cutting of any live trees more than four (4) inches in diameter measured at a point 30 inches above the immediate ground shall require the prior approval of the Executive Committee.

All landscaping, exterior structure surfaces, building dimensions, and location of any structure on the lot shall be approved by the Executive Committee, prior to commencement of any work thereon. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the subdivision.

The use of a good quality exterior paint on exterior surfaces is allowed, however, painted surfaces must be kept in good condition. Any dilapidated appearance, or state of disrepair of exterior surfaces, would be a violation of these covenants. Colors must be submitted to the Executive Committee for approval prior to painting.

No reflective roofing material may be exposed on any lot. Colored metal roofing, however, is allowed. Galvanized, silver, white, or otherwise unpainted "reflective" metal roofing is not allowed.

Carefree Subdivision  
Seventh Amendment to Protective Covenants  
Paragraph C, Protective Covenants, Section 2 (continued)

All exterior walls of any structure may be of natural materials such as wood, stained wood, rock, or brick. In addition, exterior walls may be made of good quality manufactured man-made products, such as embossed cement board siding. However, a sample of the man-made product, together with the manufacturer's specifications, must be submitted for approval by the Executive Committee prior to its installation.

Any lot owner involved in a construction or remodeling project must insure that the builder/contractor provides portable toilet(s) for use on the construction site for the duration of the project or until indoor toilet facilities are available to construction crews.

Prior to any construction, the Executive Committee has the authority to request samples of any exterior construction material, roofing, paint, and/or the manufacturer's specification sheets for those products, for their approval.

II.

That paragraph C, the Protective Covenants, Section 10, Fences, be and is hereby amended to read as follows:

10. Fences. No fence, wall or hedge higher than four (4) feet shall be erected or maintained on said lots or any thereof, save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained. A fence, wall, or hedge of not to exceed six (6) feet in height may be erected and maintained around any lot, or portion thereof, provided, however, this sub-section is subject to the limitations set forth in Section 9 above ("Sight Distance at Intersections") and further is subject to approval of the Executive Committee.

Fencing should be of traditional post and wire construction, roundy pole, split rail, buck and pole, or other similar construction. If colored or stained, all fencing must be colored with natural earth tone colors, Vinyl fencing (white or any other color) is prohibited. Wood pole or board fencing painted white or any other non-earth tone color is prohibited. Electrical "tape" fencing (any color) is also prohibited. Regular hot wire electrical fencing is permitted where necessary.

III.

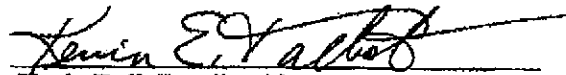
That Paragraph C, the Protective covenants, be and is hereby amended to add Section 12, Night Time Exterior Light Pollution, to read as follows:

12. Night Time Exterior Light Pollution. Night time exterior lighting should be restricted so as to not become nuisance lighting, light pollution, or excessive lighting shining onto and/or across neighboring property. Exterior flood lights, yard lights, or other similar large lighting fixtures must be controlled by motion detectors, or electrical timers controlling delayed shut off time. Such lighting must

Carefree Subdivision  
Seventh Amendment to Protective Covenants  
Paragraph C, Protective Covenants, Section 12 (continued)

not be allowed to operate continuously during all hours of darkness. Whenever possible, lighting should be shielded to prevent glare and directed downward toward the ground and not out or upward. A reasonable number of normal size porch light fixtures are excluded from this lighting restriction.


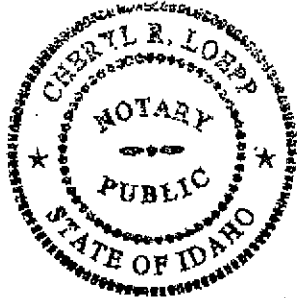
IN WITNESS WHEREOF, I have hereunto set my hand as of this 9 day of July, 2003.



Kevin E. Talbot, President  
Carefree Subdivision No. 1 Homeowners Association

STATE OF IDAHO ) ss  
County of Ada

On this 9 day of July, 2003, before me the undersigned Notary Public in and for said State, personally appeared Kevin E. Talbot, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Cheryl R. Loep  
Notary Public for Idaho  
Residing at Boise, Idaho  
com exp 9-25-03

Instrument # 311164

VALLEY COUNTY, CASCADE, IDAHO

2006-07-24 01:15:17 No. of Pages: 2

Recorded for: CAREFREE SUB NO 1 ASSOCIATION

LELAND G. HEINRICH

Fee: 6.00

Ex-Officio Recorder Deputy  
Index to: RESTRICTIVE COVENANT

EIGHTH AMMENDMENT TO

DECLARATION OF PROTECTIVE COVENANTS

OF CAREFREE SUBDIVION No. 1

CAREFREE SUB. No.1 HOMEOWNERS ASSOCIATION

Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision (amended), Valley County, Idaho, on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree No. 1 subdivision, do hereby approve the following amendment to said Declaration of Protective Covenants, as follows:

I.

That Paragraph C, the Protective Covenants, be and is hereby amended to add Section 13, Propane Tanks, to read as follows:

**12. Propane Tanks.** All propane tanks, regardless of size, must be either buried in the ground or fully screened on all four sides using a design and building materials similar to the main house structure. The screening structure must also be tall enough to provide proper screening. Any doorway or access opening in the screening structure must be located in the back end of the structure so that no part of the tank is visible from any lot in the subdivision or from any road in the subdivision. The location, design, color, and final trim appearance of the screening structure must be submitted for approval to the Executive Committee prior to the placement of the propane tank and prior to the construction of the screening structure. Please note that landscaping boulders and vegetation plantings (trees, shrubs, etc.) will not be sufficient to meet this screening requirement and will not be approved.

II.

That paragraph C, the Protective Covenants, Section 3, Set Back Lines, be and is hereby amended to read as follows:

**3. Set Back Lines.** No structure or any part thereof shall be located upon any lot nearer than 50 feet to the front lot line nor nearer than 50 feet to any side street line. No structure shall be located nearer than 25 feet to any interior lot line. No structure or any part thereof shall be located on any interior lot nearer than 50 feet to the rear lot line.

In addition thereto on creek front lots, no structure or any part thereof, except decks, patios, gazebos, or the like, shall be located on any lot nearer than 50 feet to the high-water mark of such creek.

Carefree Subdivision  
Eighth Amendment to Protective Covenants  
Paragraph C, Protective Covenants, Section 13 (continued)

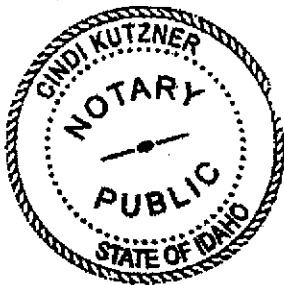
Furthermore, propane tanks so buried or screened from view as outlined in Paragraph C, Section 13, will be exempt from the 25 foot interior lot line setback requirement set forth above.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 21 day of July, 2006.

  
John Griffith, President  
Carefree Subdivision No. 1 Homeowners Association

STATE OF IDAHO )  
County of Valley ) ss

On this 21 day of July, 2006, before me the undersigned Notary Public in and for said State, personally appeared John Griffith, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Cindi Kutzner  
Notary Public for Idaho  
Residing at McCall, Idaho  
My commission expires on \_\_\_\_\_

My Commission Expires February 23, 2007



**Instrument # 348400**

VALLEY COUNTY, CASCADE, IDAHO

12-31-2009 03:03:53 No. of Pages: 11

Recorded for : CAREFREE SUB #1 HOMEOWNERS

ARCHIE N. BANBURY

Fee: 33.00

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT



**AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS  
OF  
AMENDED CAREFREE SUBDIVISION  
Valley County, Idaho**

On July 14, 1977 John P. Joyce and Martha C. Joyce, husband and wife, executed a Declaration of Protective Covenants of Carefree Subdivision, Valley County, Idaho, establishing and declaring that said real property known as Carefree Subdivision shall be subject to the protective covenants set forth therein. Said original Declaration was recorded in the records of Valley County, Idaho on the 14<sup>th</sup> day of July, 1977 as Instrument No. 92259.

The Official Plat of said Carefree Subdivision is known and designated Amended Carefree Subdivision recorded in the office of the recorder for Valley County, Idaho, on August 30, 1977, as Instrument No. 92925, and is sometimes known and referred to as Carefree No. 1 Subdivision.

Since July 14, 1977, said Declaration of Protective Covenants has been amended on eight occasions. This Amended and Restated Declaration restates said original Declaration, incorporating each of the eight Amendments made subsequent thereto.

**John P. Joyce and Maratha, husband and wife, are hereinafter called Declarants.**

NOW, THEREFORE, the Declaration of Protective Covenants for Carefree Subdivision, Valley County, Idaho, as amended, is hereby restated as follows:

**A. Application.**

1. Establishment and Enforcement. Declarants, to carry out the purposes herein recited, hereby declare that the real property situate in Valley County, Idaho, hereinafter described, all of which is owned by Declarants and collectively referred to herein as "tract" shall be subject to the protective covenants hereinafter set forth which are established as a plan for the general and uniform improvement of said tract and for the mutual benefit of Declarants and all of their successors in ownership of any portion of said tract, and as amended from time to time as hereinafter provided, are hereby declared to run with the land and to bind the Declarants and all persons claiming under them until terminated. To this end these covenants shall be specifically enforceable by Declarants, by the Association hereinafter described, the Executive Committee to be established thereby and/or by those successors to and assigns



of Declarants who directly or through mesne conveyances become and at the time remain the owners of any lot in or part of said tract.

2. Description of Tract. The premises owned by Declarants and to which these covenants apply are more particularly described as follows, to-wit:

All lots in the Carefree Subdivision according to the official plat thereof on file and of record in the office of the recorder of Valley County, Idaho, and any other land as the Declarants shall specifically make subject hereto at any subsequent time.

3. Delineation of the Dominant and Servient Tenements. Said tract as a whole is hereby declared to constitute the dominant tenement for the benefit of every lot in which and every part of which these covenants are created, and each lot in said tract is hereby declared also to be the servient tenement hereby made subject to these restrictions as a mutual equitable servitude on each for the benefit of the others. Each person who accepts ownership of any interest in any lot subject to these covenants thereby irrevocably indicates his consent to assume all of the risks and perform all of the obligations herein imposed on the owner of a servient tenement, including those in Article B, Sections 5 (f) and (g), and in Article F hereof.

4. Definitions.

(a) A "lot" is any parcel designated as such on a recorded map of any part of said tract.

(b) "Owner" means one or more persons owning title to a lot of record, unless the lot is then being sold under an executory contract of sale, in which latter case the contract buyer is meant, but not in any case the holder of a mortgage or other security interest, easement, lien, encumbrance or leasehold.

B. The Homeowners Association.

1. Creation. After Declarants have transferred of record fifteen or more lots to others, or within two years, whichever shall first occur, they shall assist such owners to form a homeowners non-profit mutual protective association to enforce these protective covenants and to otherwise act to further the common interests of the owners of lots in said tract in the place of Declarants.

2. Authority. Wherever Declarants are empowered by any provision hereof to take or approve any action or enforce any provision hereof, the said association is hereby given the authority from and after its organization to act or enforce each of these covenants in the place of Declarants, as well as the other authority herein set forth.

3. Name. The association shall be given a name by its members.

4. Annual Meeting.

(a) Time, Place and Purpose. The members of the owners association shall meet annually at such place on or near the tract as the executive committee hereafter referred to shall fix in a notice mailed with the ballots referred to below. The meeting shall begin at 2:00 P.M. on the first Sunday of July of each year. At each meeting, the membership shall conduct such association business as the executive committee or any 10 lot owners may bring before those assembled.

(b) Quorum. Ten owners, or a majority of all owners, whichever is less, shall constitute a quorum at the annual meeting.

(c) Membership Decisions. The executive committee shall carry out decisions of the membership made at the annual meetings, and shall have no authority to overrule them.

5. Executive Committee.

(a) Creation. This owners association shall act and carry out such policies as are established by its membership at annual meetings through an executive committee of three persons (herein called the "Executive Committee"), which may act by majority vote.

(b) Election. The Executive Committee shall consist of the Board of Directors and shall be elected for a period of three (3) years until their respective successors shall have been elected; provided, however, that at the first election, one (1) director shall be elected for one (1) years, one director shall be elected for two (2) years, and one director shall be elected for three (3) years.

The members of this Committee shall be selected by plurality vote of the members of the lot owners association, including Declarants while they continue to own any lot, each of which members shall have one vote for each lot owned by him. Votes shall be cast by lot owners by ballot mailed or delivered to each of them by the elected secretary of the association before June of each year at the address of each as it is shown on the books of the association. To be counted, a ballot must be returned to such secretary before July 1 of such year. The tally shall be made at the annual meeting by clerks chosen by the membership.

(c) Officers. The executive committee shall select its own chairman and secretary.

(d) Rule Making Power. The Executive Committee may develop and those present at any annual meeting may adopt such procedures governing the selection and conduct of the Executive Committee, and such amendment to, and rules governing the modification, construction, application and enforcement of the protective covenants herein set forth, as shall have been proposed in writing mailed to members with notice of meeting and adopted by a majority of those present.

(e) Authority of Association. The Executive Committee is hereby granted authority to operate and maintain:

- (i) a water system;
- (ii) a sanitary system;
- (iii) upon 2/3 majority vote of all lot owners, the Executive Committee is also given the authority to establish such other system or conduct such other activities as such Majority may from time to time approve, until such majority may elect to discontinue the same at any time thereafter.

(f) The Executive Committee is hereby authorized to levy an assessment on each lot in proportion to its assessed value for county tax purposes to cover the annual operating expenses of all systems established and activities conducted which shall, however, not exceed actual and necessary expenses for any system, as the Owners Association shall approve from time to time. **Provided** that for

the purposes of maintaining the tract in a neat and attractive appearance, and to reduce the hazard of fire, the Declarants or the Executive Committee when established shall have the right to pasture or make hay on any lot free of fences until an owner commences construction of a residence thereon, at which time the owner must fence all or such portion of the premises he is occupying for such construction, including construction materials and storage. Any compensation received by Declarants or the Executive Committee when established for such pasturing or hay shall be used to maintain and improve any system or activity authorized under Section B 5 (e) above.

(g) The association may also levy assessments on those whom the Executive Committee finds have violated any of these Protective Covenants in such sum as the Executive Committee shall find is reasonable together with such sums as may be needed to cover the costs incurred by the association in enforcing compliance with such Protective Covenants by policing, hearings and court actions as required. Any assessments referred to in this series of Protective Covenants shall constitute a lien on the lot owned by any person from the date the Executive Committee records a Notice of Lien until it is paid and thereby discharged. The assessments hereinabove referred to are hereby declared to be among the damages to which every owner expresses his consent, by acquiring an interest in the tract.

(h) The Executive Committee shall also consider and act upon any and all proposals or plans and specifications submitted for its approval for landscaping and construction, and perform such other duties as from time to time shall be assigned to it by the association, including the inspection of construction in progress to assure its conformance with the plans approved by the Executive Committee. The Executive Committee shall approve proposal or plans and specifications submitted for its approval only if it deems that the landscaping, construction, alterations, or additions contemplated thereby in the locations indicated with not be detrimental to the appearance of the surroundings or the subdivision as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Executive Committee may condition its approval of proposals or plans and specifications or such changes therein as it deems appropriate and may require submission of plans for approval, or additional factors which it will take into consideration in reviewing submissions. The Executive Committee may require detail in plans, elevation drawings and description or samples of exterior material and colors as hereinafter set forth. Until receipt by the Executive Committee of any required plans and specifications, the Executive Committee may postpone review of any plan submitted for approval.

The Executive Committee shall meet from time to time as necessary to perform its duties hereunder. The approval of the Executive Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Executive Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

The members of the Executive Committee shall receive no compensation.

(i) Use of Water. All water derived from the community well constructed by John P. Joyce and conveyed by me to the Carefree Homeowners Association, Inc., shall be used solely for inside residential purposes such as cooking, drinking, washing, bathing and sanitary purposes and shall not be used for any outside purposes except in the case of an emergency, and for watering those animals provided for in Part C, The Protective Covenants, Section 6.

**C. The Protective Covenants.**

The following are the protective covenants hereinabove referred to:

1. Residential Use. No lot shall be used for other than residential purposes. Permissible residential use includes the construction and occupation of not more than one single-family residence on any one lot, by not more than one family, all of whose members shall be related to one another by blood or marriage, plus such of its servants and guests as may reside with it temporarily.

No commercial activity of any kind shall be permitted on any lot.

Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two weeks duration nor more than 30 days each calendar year, except with special permission of the Executive Committee.

2. Structure and Landscaping. A residence shall contain a minimum of 1,600 square feet of living space. There must be a minimum of 1,000 square feet of finished living space on the ground floor. The remaining 600 square feet must be attached finished living space (basement, first floor or second floor) as an integral part of the main house. A garage or other storage space or out buildings does not qualify as living space for the purpose of meeting this covenant requirement. All construction must be of good quality and done in a good and workman-like manner. Home construction is restricted to original, on-site, construction only. Pre-fab homes, modular homes, or any similar type of pre-constructed homes, and existing homes moved onto any lot (remodeled or not) are specifically prohibited by this covenant. A structure shall include the alteration, construction, or installation of any building, fence, antenna, flag pole, patio, retaining wall, dam, windmill, or similar object.

Landscaping shall include any alteration of the natural surface of the land including the removal or addition of any plant, tree or shrubs, with the exception of normal lot clean-up and maintenance. The cutting of any live trees more than four (4) inches in diameter measured at a point 30 inches above the immediate ground shall require the prior approval of the Executive Committee.

All landscaping, exterior structure surfaces, building dimensions, and location of a structure on lot shall be approved by the Executive Committee, prior to commencement of any work thereon. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the subdivision.

The use of a good quality exterior paint on exterior surfaces is allowed. However, painted surfaces must be kept in good condition. Any dilapidated appearance, or state of disrepair of exterior

surfaces would be a violation of these Covenants. Colors must be submitted to the Executive Committee for approval prior to painting.

No reflective roofing material may be exposed on any lot. Colored metal roofing, however, is allowed. Galvanized, silver, white, or otherwise unpainted "reflective" metal roofing is not allowed.

All exterior walls of any structure may be of natural materials such as wood, stained wood, rock or brick. In addition, exterior walls may be made of good quality manufactured man-made products, such as embossed cement board siding. However, a sample of the man-made product, together with the manufacturer's specifications, must be submitted for approval by the Executive Committee prior to its installation.

Prior to any construction, the Executive Committee has the authority to request samples of any exterior construction material, roofing, paint, and/or the manufacturer's specification sheets for those products, for their approval.

Any lot owner involved in a construction or remodeling project must insure that the builder/contractor provides portable toilet(s) for use on the construction site for the duration of the project or until indoor toilet facilities are available to construction crews.

To a reasonable extent, no structure shall block another owner's view of any object of natural beauty such as a creek or mountain.

No trailer, basement, tent, shack, garage, barn, motor home, mobile home or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence except during construction as hereinafter set forth in Section 7(c) hereof.

3. Set Back Lines. No structure or any part thereof shall be located upon any lot nearer than 50 feet to the front lot line nor nearer than 50 feet to any side street line. No structure shall be located nearer than 25 feet to any interior lot line. No structure or any part thereof shall be located on any interior lot nearer than 50 feet to the rear lot line.

In addition thereto, on creek front lots, no structure or any part thereof except decks, patios, gazebos or the like, shall be located on any lot nearer than 50 feet to the high water mark of such creek.

However, a concrete retaining wall shall be allowed on Lot 3 inside the 25ft interior lot line set back, as the same is now located.

Furthermore, propane tanks buried or screened from view as outlined in Paragraph C, Section 13, will be exempt from the 25 foot interior lot line set back required as set forth above.

4. Height. No structure of a height of more than 24 feet shall be constructed on any lot of less than 2 ½ acres, measuring such structure from its highest roof peak to the highest natural lay of the land immediately adjacent to such structure.

5. Easements and Lot Subdivisions. Easements to lay or cause to be laid, water and sewer pipes and mains and conduits and any and all other utility lines, on, under, through and across a strip of

land five feet in width parallel to and along the full length of the interior boundary lines of said tract are hereby reserved to Declarants, their successors and assigns.

All easement as shown on the plat of such tract for irrigation ditches and/or utilities are perpetually reserved for such uses.

No lot may be further subdivided.

6. Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in such tract other than dogs, cats or other household pets may be kept, provided that the same are not kept, bred or maintained for commercial purposes. Provided, further, that the same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof.

Provided, further, that upon lots containing more than 2 ½ acres, one horse, cow or steer may be kept and maintained on such lot for each full acre thereof, together with such poultry as may be allowed by the Executive Committee.

7. Nuisances.

(a) Discharge of firearms is strictly prohibited and no one shall perform in said tract any activity which is noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over any part of said tract, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances. Whether a violation of this sub-paragraph has occurred shall be determined by Declarants or the association's Executive Committee.

(b) All lots are to be maintained in a neat and tidy fashion and no debris, refuse, garbage or junk shall be deposited or left upon any lot at any time. No building materials shall be deposited or left upon any lot except in orderly and sightly piles and then only for a reasonable period of time during the construction of any structure. A reasonable construction time shall not exceed a consecutive two-year period of time from the date that any excavation or construction commences or any building materials are placed on the lot.

(c) No vehicle, boat, camper, trailer, machine, motor cycle, snow machine or machine of any kind, except that being used in connection with construction on such lot, shall be stored on any lot except screened from view of neighbors and public roads.

(d) The burning of wood, oil or gas for heating or cooking purposes, or of wood or leaves for clean-up purposes, shall not violate this Covenant.

8. Signs. No sign of any kind containing more than 1 ½ square feet shall be displayed to the public view on any lot.

9. Sign Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them

at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. Fences. No fence, wall, or hedge higher than four feet shall be erected or maintained on said lots or any thereof, save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained. A fence, wall, or hedge of not to exceed six feet in height may be erected and maintained around any lot, or portion thereof, provided, however, this sub-section is subject to the limitations set forth in Section 9 above ("Sight Distance at Intersections") and further is subject to approval of the Declarants or Executive Committee.

Fencing should be of traditional post and wire construction, roundy pole, split rail, buck and pole, or other similar construction. If colored or stained, all fencing must be colored with natural earth tone colors. Vinyl fencing (white or any other color) is prohibited. Wood pole or board fencing painted white or any other non-earth tone color is prohibited. Electrical "tape" fencing (any color) is also prohibited. Regular hot wire electrical fencing is permitted where necessary.

11. Exception to Declarants. The Declarants shall be exempt from these covenants during the period they are engaged in selling any lots within the tract.

12. Night Time Exterior Light Pollution. Night time exterior lighting should be restricted so as to not become nuisance lighting, light pollution, or excessive lighting shining onto and/or across neighboring property. Exterior flood lights, yard lights or other similar large lighting fixtures must be controlled by motion detectors or electrical timers controlling delayed shut off time. Such lighting must not be allowed to operate continuously during all hours of darkness. Whenever possible, lighting should be shielded to prevent glare and directed downward toward the ground and not out or upward. A reasonable number of normal size porch light fixtures are excluded from this lighting restriction.

13. Propane Tanks. All propane tanks, regardless of size, must be either buried in the ground or fully screened on all four sides using a design and building materials similar to the main house structure. The screening structure must also be tall enough to provide proper screening. Any doorway or access opening in the screening structures must be located in the back end of the structure so that no part of the tank is visible from any lot in the subdivision or from any road in the subdivision. The location, design, color, and final trim appearance of the screening structure must be submitted for approval to the Executive Committee prior to the placement of the propane tank and prior to the construction of the screening structure. Please note that landscaping boulders and vegetation plantings (trees, shrubs, etc.) will not be sufficient to meet this screening requirement and will not be approved.

D. Park. The Declarants have established a park area to be used for the use and enjoyment of lot owners. Upon formation of the Homeowners Association as hereinabove provided, to which Association all lot owners shall become members, the Declarants shall transfer to said Association such park and said lot owners shall thereby obtain an equal undivided interest in said park. An interest in

the park may not be separated from a lot ownership and upon transfer of a lot ownership, such park interest shall follow such transfer.

E. **Additional Lands.** In the event Declarants shall elect to subdivide additional lands, this Declaration of Protective Covenants shall apply thereto and each owner shall be a member of the Homeowners' Association referred to herein with all rights, privileges, duties and obligations as owners in Carefree Subdivision.

F. **Enforcement.** These Protective Covenants may be enforced by any persons or entities entitled to enforce these Covenants as set forth in Article A hereof, through action for injunction and/or damages (including attorney's fees to be fixed by the Court).

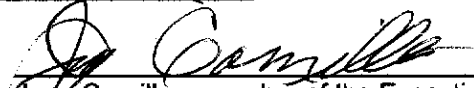
G. **Amendments.** These Covenants may be amended or terminated or parts thereof may be added or deleted, from time to time, by the then owners of at least 2/3 of the lots in said tract, by a writing which they execute and cause to be recorded in the office of the County Recorder of Valley County, Idaho.

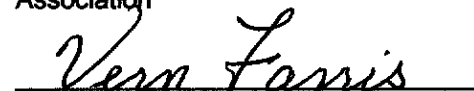
H. **Severability and Interpretation.** Invalidation of any part of this Declaration shall not affect any other part hereof.


Examples shall be for illustration purposes and are not limiting in any way the overall desire to enhance the value, attractiveness and desirability of the tract. Where applicable, the plural and singular are interchangeable, as are the masculine and feminine.

IN WITNESS WHEREOF, We, the undersigned, by the execution hereof, hereby certify and state: that we are the current duly elected and acting members of the Executive Committee of Amended Carefree Subdivision Homeowners Association; that the above and foregoing Amended and Restated Declaration of Protective Covenants of Amended Carefree Subdivision sets forth all Amendments to the original Declaration of Protective Covenants of Carefree Subdivision recorded in the records of Valley County, Idaho on July 14, 1977 as Instrument No. 92259; that said Amendments were duly passed by the owners of at least 2/3rds of the lots in said subdivision subsequent to the recording of said original Declaration on July 14, 1977; and that all of said Amendments, along with Original Declaration, are accurately and completely Restated herein.

Executed on the 31 day of DECEMBER, 2009.

  
\_\_\_\_\_  
Jerry Cornilles, member of the Executive Committee  
Of Amended Carefree Subdivision Homeowner  
Association

  
\_\_\_\_\_  
Vern Farris, member of the Executive Committee  
Of Amended Carefree Subdivision Homeowners  
Association

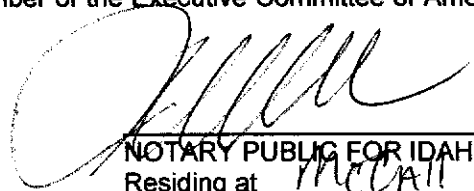
  
\_\_\_\_\_  
Cynthia Nemecek, member of the Executive Committee  
Of Amended Carefree Subdivision Homeowners  
Association



STATE OF IDAHO )  
County of Valley ) ss.

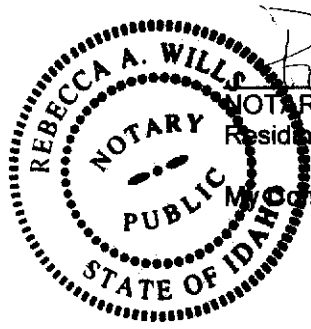
On this 31 day of December, 2009, before me, the undersigned Notary Public in and for said State, personally appeared CYNTHIA NEMEC, known to me, or proved to me by satisfactory evidence to be, the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as a member of the Executive Committee of Amended Carefree Subdivision Homeowners Association.

JESSICA L. RUSSELL  
NOTARY PUBLIC  
STATE OF IDAHO

  
NOTARY PUBLIC FOR IDAHO  
Residing at McCall  
My Commission Expires: 7/10/12

STATE OF IDAHO )  
County of Canyon ) ss.

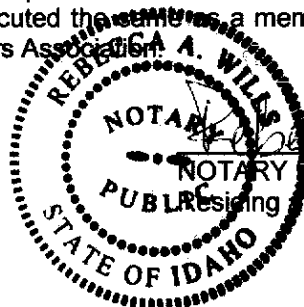
On this 30 day of September, 2009, before me, the undersigned Notary Public in and for said State, personally appeared REESE E. VERNER, known to me, or proved to me by satisfactory evidence to be, the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

  
Rebecca A Wills  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise  
My Commission Expires: 8-1-2012

Reese E. Verner  
Reese E. Verner, Attorney at Law  
Nampa, Idaho  
Attorney for Amended Carefree Subdivision  
Homeowners Association

STATE OF IDAHO )  
County of Canyon ) ss.

On this 30 day of September, 2009, before me, the undersigned Notary Public in and for said State, personally appeared JERRY CORNILLES, known to me, or proved to me by satisfactory evidence to be, the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as a member of the Executive Committee of Amended Carefree Subdivision Homeowners Association.



Rebecca A Wills  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise 8-1-2012

STATE OF IDAHO )  
County of Valley ) ss.

On this 31 day of December, 2009, before me, the undersigned Notary Public in and for said State, personally appeared VERN FARRIS, known to me, or proved to me by satisfactory evidence to be, the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as a member of the Executive Committee of Amended Carefree Subdivision Homeowners Association.

JESSICA L. RUSSELL  
NOTARY PUBLIC  
STATE OF IDAHO

[Signature]  
NOTARY PUBLIC FOR IDAHO  
Residing at McCall  
My Commission Expires: 7/1/12

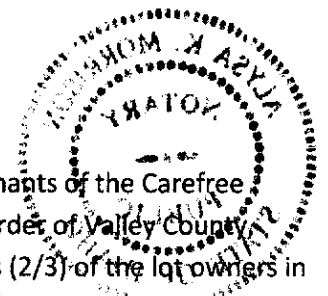


**AMENDMENT TO PROTECTIVE COVENANTS**

**OF CAREFREE SUBDIVISION**

**CAREFREE No. 1 HOMEOWNERS ASSOCIATION**

as of March 1, 2014



Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision, Valley County, Idaho, on file and of record in the office of the recorder of Valley County, Idaho, as Instrument No. 348400, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree No. 1 subdivision, do hereby approve the amendment to said Declaration of Protective Covenants, as follows:

**I.**

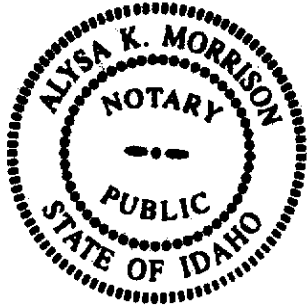
**That Paragraph C, The Protective Covenants, Section 4, Height, be and is hereby amended to read as follows:**

4. Height. No structure of a height of more than 24 feet shall be constructed on any lot on the East side of Comfort Road in Carefree Subdivision No.1, measuring such structure from its highest roof peak to the highest natural lay of the land immediately adjacent to the structure. No single family residence of a height of more than 28 feet shall be constructed on any lot West of Comfort Road in Carefree #1, measuring such structure from its highest roof peak to the highest natural lay of the land immediately adjacent to the structure. No detached garages or out buildings shall be higher than 24 feet measuring such structure from its highest roof peak to the highest natural lay of the land immediately adjacent to the structure. The combined total of detached garages and out buildings can not exceed the total sq. ft. of the residential living space of the single family house. No garage or out building shall obstruct the view of the house, from the street, by more than 50%.

IN WITNESS WHEREOF, I have hereunto set my hand as of this date 17 day of June, 2014.

Vern W Larriso  
President, Carefree #1 Homeowners Association

McCall, Idaho 83638



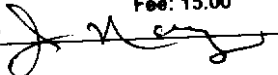
STATE OF IDAHO, COUNTY OF VALLEY, ON THIS  
17<sup>th</sup> DAY OF June, 2014 BEFORE ME,  
A NOTARY PUBLIC IN AND FOR SAID STATE,  
PERSONALLY APPEARED Vern W. Farris

KNOWN TO BE THE PERSON WHOSE NAME  
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND  
ACKNOWLEDGED TO ME THAT HE, SHE, THEY  
EXECUTED THE SAME.

Alysa K. Morrison  
NOTARY PUBLIC, RESIDING AT CASCADE, IDAHO  
COMMISSION EXPIRES: 1-11-2019



321550

**Instrument # 321550**  
VALLEY COUNTY, CASCADE, IDAHO  
2007-05-21 02:35:25 No. of Pages: 5  
Recorded for : SECESH ENG  
ARCHIE N. BANBURY Fee: 15.00  
Ex-Officio Recorder Deputy   
Index to: RESTRICTIVE COVENANT

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS  
ALPEN RIDGE SUBDIVISION**

**THIS DECLARATION** is made this 12<sup>th</sup> day of April, 2007, by  
CHRISTOPHER A. REINO ("Reino").

**ARTICLE 1 - GENERAL**

**1.1: Property Affected:** Reino owns a parcel of real property in Valley County, Idaho ("Property"), which is the subject of a Plat filed with the Valley County, Idaho Recorder on May 21, 2007 as Instrument No. 321548 ("Plat"). There are two lots on the Property, as depicted on the Plat, which shall be referred to as "Lot 1" and "Lot 2".

**1.2 Declaration:** Reino hereby declares that each Lot or portion of the Property 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 the 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 or portion thereof; (ii) shall inure to the benefit of every Lot or portion of the Property, and any interest therein; (iii) shall inure to the benefit of and be binding upon each Owner and each Owner's respective successors in interest; and, (iv) may be enforced by Reino, or by any Owner or such Owner's successors in interest.

**ARTICLE 2 - DEFINITIONS**

**2.1: Declaration:** "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions for Alpen Ridge Subdivision.

**2.2: Lot:** "Lot" shall mean a Lot depicted on the Plat and located within the Property subject to this Declaration.

**2.4: Owner:** The term "Owner" shall refer to that person or entity or those persons or entities that hold the ownership interest in any Lot as shown on the records of the County Recorder, Valley County, Idaho.

**ARTICLE 3 - LAND USES AND IMPROVEMENTS**

**3.1: Land Use and Living Units:** Any the Lot in the Property shall be used and occupied solely for single-family residential purposes. All single family residences shall be subject to the following conditions and limitations:

**A.** No buildings other than one residence, an attached or detached guest/caretaker residence (i.e. either incorporated into the primary residence or freestanding, but not both) and associated accessory buildings incidental and appurtenant to a private residence, shall be erected or maintained on any Lot; provided,

(1) no more than a total of two (2) buildings, or three (3) buildings if a guest/caretaker residence is constructed, shall be allowed on any Lot, except as provided at Section 3.1(A)(2) below; and,

(2) an outbuilding currently exists on Lot 1, and such outbuilding may be maintained and improved, in addition to the buildings permitted in this Section 3.1(A).

**B.** No structure may be constructed within one hundred feet (100') from Cold Creek, as depicted on the Plat. Building Envelopes are defined as that portion of a Lot that is not within a Building Setback as depicted on the Plat. All structures, except an existing outbuilding on Lot 1, shall be constructed within the Building Envelopes.

**C.** No use whatsoever shall be made of any Lot herein other than as the site and grounds of a private residence. The term "private residence" as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, and the like; and, any separate rental of any separate dwelling unit shall be specifically determined to be multi-family dwelling. This is not, however, intended to exclude an attached or detached guest/caretaker residence, as provided above, if such guest, family members, or caretaker's housing is allowed by applicable Valley County Ordinances, and Central District Health. An owner may rent or lease their residence; provided: the Owner shall assure that the renters/lessees are aware of this Declaration and shall incorporate this Declaration into any rental or lease agreement; the Owner shall be responsible for any violations by renters/lessees of any of the provisions of this Declaration; and, the minimum rental period shall be thirty (30) days.

**D.** No mobile homes, trailers, basement, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

**E.** Visitors and guests may park a camper, motor home or trailer on a Lot for a reasonable term, not to exceed fourteen (14) days consecutive duration or more than a total of sixty (60) days each calendar year. An Owner shall have the same rights, prior to the commencement of construction.

**F.** A residence shall contain no less than 1,000 square feet of heated floor area devoted to living purposes (i.e. exclusive of roof or unroofed porches, terraces, basements or garages); and, all construction must be of good quality and done in a good workmanlike manner.

**G.** The color and type of the exterior surfaces must be of natural materials (i.e. wood or stone); provided, that non-natural materials are permissible if the appearance of the material is indistinguishable from natural materials (as viewed from the nearest Lot line) and is consistent with this Declaration. Earth tone colors shall be preferred, except for trim.



H. No mobile homes or manufactured homes are allowed; provided, that log home packages, cedar home packages and similar packages are not intended to be excluded.

**3.2 Completion of Construction:** After commencement of construction of any residence or other building, an Owner shall complete construction without delays, other than weather delays in the winter months. Under no circumstances shall construction be completed in excess of two years without the prior approval of all other Owners.

**3.3 Division of Lots.** No further divisions of any Lot are permitted.

**3.4: No Commercial Uses:** No commercial uses are allowed on the Property. This is not meant to eliminate "in home businesses" which do not involve the coming and going of clients or customers or the parking or storage on a Lot of vehicles, machinery, equipment or materials.

**3.5: Prohibited Lot Uses:**

A. There shall be no mining, smelting or milling of ores or similar mineral operations within the Community.

B. No outdoor privy or any common cesspool shall be installed on any Lot at any time.

C. Nothing shall be done or kept on any Lot by any person which will increase the rate of insurance on any other Lot or which will result in the cancellation of any insurance or which constitutes a violation of any law.

D. No excavation shall be made on any Lot except as is necessary for the erection of approved structures, and the construction of a driveway. Excavation which is not covered by a structure shall be properly filled within thirty (30) days of the completion of the underground work.

E. No hunting or discharging of firearms shall be allowed within the Property.

**3.6: Refuse:** No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, grass or shrub clippings, construction debris, scrap material or other refuse, or receptacles or containers therefore, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street except during refuse collections. Garbage containers shall be "bear-proof", in accordance with Idaho Department of Fish and Game Regulations.

In the event that any Owner shall permit the accumulation of such materials, aforesaid, so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to property or facilities on or adjoining their Lot, any other Owner, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, by removing such materials, and to enter upon such Owner's Lot for the purpose of doing so. Such Owner shall promptly reimburse the other Owner for the cost thereof.

**3.7: Snow Machines, Motorcycles, and All Terrain Vehicles:** All terrain vehicles, snowmobiles, motorcycles and other similar motorized vehicles may not be operated within the Property, except as follows: for direct ingress/egress to the Owner/operator's Lot; for low speed

site seeing or meandering on the Owner/operator's Lot; or for maintenance, upkeep or repair of a Lot. No racing or race tracks of any kind shall be allowed.

**3.8: Burning / Wood Burning Devices:** No burning of any household garbage, trash or other noxious refuse shall be permitted within the Property. Burning of natural materials such as grass/tree trimmings shall take place only with required permits from the local Fire Department and any other agency or authority with jurisdiction. The policies, practices and instructions of such entity shall be strictly followed. Only one wood burning device shall be allowed per detached structure on any Lot. The use of propane fireplaces or heating units is preferred.

**3.9: Noxious Weeds:** Any Lot disturbed as a result of grading or construction shall be re-vegetated to at least its original state no later than one construction season after being disturbed. Additionally, each Owner shall follow the guidelines provided in the Valley County Comprehensive Noxious Weed Management Plan.

**3.10: Lighting:** All exterior lighting shall be in compliance with the Valley County lighting ordinance.

**3.11: Utilities:**

A. Telephone, Electrical: The Owner of each Lot is responsible for obtaining underground electrical power, telephone and cable service to their own Lot. All electrical power lines, telephone lines and other utility service lines shall be underground. Overhead lines and utility poles shall not be permitted, except during the construction phase.

B. Water: Water for each Lot shall be supplied by means of individual wells, installation and maintenance of which shall be the sole and exclusive responsibility of Lot Owners. Permits therefore shall be required from the Central District Health Department.

C. Septic: Sewage disposal for each Lot shall be supplied by means of individual septic/drainfield systems, installation and maintenance of which shall be the sole and exclusive responsibility of Lot Owners. Permits therefore shall be required from the Central District Health Department.

**3.12: River Crossing for Lot 1:** In order for the Owner of Lot 1 to provide vehicular access from Heikkila Lane to the Building Envelope, such Owner will need to construct a vehicular crossing over Cold Creek, which is depicted on the Plat. Such crossing shall be constructed on Lot 1 as close as reasonably practical to the most southerly point of Lot 2.

#### ARTICLE 4 - GENERAL PROVISIONS

**4.1: Binding Effect:** The various restrictive measures and provisions of this Declaration and restrictions are declared to constitute mutual equitable servitudes for the protection and benefit of each Lot and of the Owners thereof. Each grantee of a conveyance, by accepting a deed, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them.

**4.2: Term of Declaration:** Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years after the date upon which this Declaration was originally

recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of all Owners.

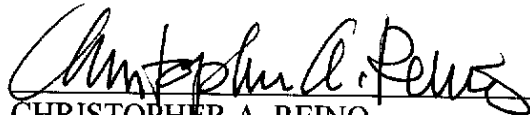
**4.3: Amendment of the Declaration:** Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time, upon approval of the amendment or repeal by all Owners.

**4.5: Costs and Attorneys Fees:** In any action or proceeding to enforce the terms of this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorney's fees and expert witness fees. "Action or proceeding" as herein stated shall include, without limitation, any appeal, arbitration, mediation, or alternative dispute resolution proceeding.

**4.6: Governing Law:** This Declaration shall be construed and governed under the laws of the State of Idaho.

**4.7: Severability:** Invalidation of any one or more of the covenants, conditions and restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain full force and effect.

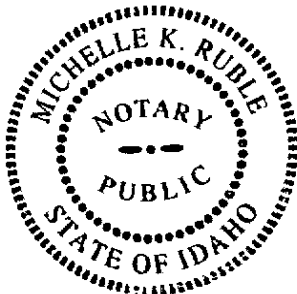
**IN WITNESS WHEREOF,** Reino has executed this Declaration the day and year first above written.

  
CHRISTOPHER A. REINO

STATE OF IDAHO,        )  
                                  ) ss.  
County of Valley.)

On this the 12<sup>th</sup> day of April, 2007, before me, Michelle K. Ruble, a Notary Public in and for said State, personally appeared CHRISTOPHER A. REINO, known or identified 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.



Michelle K. Ruble  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: Jan. 22, 2013



DECLARATION OF PROTECTIVE COVENANTS

CAREFREE SUBDIVISION NO. VII

Valley County, Idaho

KNOW ALL PEOPLE BY THESE PRESENTS:

A. Application.

1. Establishment and Enforcement. The undersigned, Eldon R. Rogers and Lydia Rogers, husband and wife, W. David Kirk, a single person, Craig H. Johnson and Connie I. Johnson, husband and wife, hereinafter called Declarants, to carry out the purposes herein recited, hereby declare that the real property situated in Valley County, Idaho, hereinafter described, all of which is owned by Declarants and collectively referred to herein as "tract" shall be subject to the protective covenants hereinafter set forth which are established as a plan for the general and uniform improvement of said tract and for the mutual benefit of Declarants and all of their successors in ownership of any portion of said tract, and as amended from time to time as hereinafter provided, are hereby declared to run with the land and to bind the Declarants and all persons claiming under them until terminated. To this end these covenants shall be specifically enforceable by Declarants, by the association hereinafter described, the executive committee to be established thereby and/or by those successors to and assigns of Declarants who directly or through mesne conveyances become and at the time remain the owners of any lot in or part of the said tract.

2. Description of Tract. The premises owned by Declarants and to which these covenants apply are more particularly described as follows, to wit:

All Lots in the Carefree Subdivision No. VII, according to the official plat thereof on file and of record in the office of the Recorder of Valley County, Idaho, and any other land the Declarants shall specifically make subject hereto at any subsequent time.

3. Delineation of the Dominant and Servient Tenements. Said tract as a whole is hereby declared to constitute the dominant tenement for the benefit of every lot in which and every part of which these covenants are created, and each lot in said tract is hereby declared also to be the servient tenement hereby made subject to these restrictions as a mutual equitable servitude of each for the benefit of the others. Each person who accepts ownership of any interest in any lot subject to these covenants thereby irrevocably indicates his consent to assume all of the risks and perform all of the obligations herein imposed on the owner of a servient tenement.

4. Definitions. (a) A "lot" is any parcel designated as such

on a recorded map of any part of said tract.

(b) "Owner" means one or more persons owning title to a lot of record, unless the lot is then being sold under an executory contract of sale, in which latter case the contract buyer is meant, but not in any case the holder of a mortgage or other security interest, easement, lien, encumbrance, or leasehold.

B. The Homeowners Association.

1. Creation. After Declarants have transferred of record two-thirds of the lots to others, or within two years whichever shall first occur, they shall assist such owners to form a homeowners non-profit mutual protective association to enforce these protective covenants and to otherwise act to further the common interests of the owners of lots in said tract in the place or declarants.

2. Authority. Wherever Declarants are empowered by any provision hereof to take or approve any action or enforce any provision hereof, the said association is hereby given the authority from and after its organization to act or enforce each of these covenants in the place of Declarants, as well as the other authority herein set forth.

3. Name. The association shall be given a name by its members.

4. Annual Meeting.

(a) Time, Place and Purpose. The members of the owners association shall meet annually at such place on or near the tract as the executive committee hereafter referred to shall fix in a notice mailed with the ballots referred to below. The meeting shall be at 2:00 P.M. on the first Sunday of July of each year. At each meeting the membership shall conduct such association business as the executive committee or any 10 lot owners may bring before those assembled.

(b) Quorum. Ten owners, or a majority of all owners, whichever is less, shall constitute a quorum at the annual meeting.

(c) Membership Decisions. The executive committee shall carry out decisions of the membership made at the annual meetings, and shall have no authority to overrule them.

5. Executive Committee. (a) Creation. This owners association shall act, and carry out such policies as are established by its membership at annual meetings, through an executive committee of three persons (herein called the executive committee), which may act by majority vote.

(b) Election. The members of this committee shall be

selected annually by plurality vote of the members of the lot owners association, including Declarants while they continue to own any lot, each of which members shall have one vote for each lot owned by him. Votes shall be cast by lot owners by ballot mailed or delivered to each of them by the elected secretary of the association before June of each year at the address of each as it is shown on the books of the association. To be counted, a ballot must be returned to such secretary before July 1 of such year. The tally shall be made at the annual meeting by clerks chosen by the membership.

(c) Officers. The executive committee shall select its own chairman and secretary.

(d) Rule Making Power. The executive committee may develop and those present at any annual meeting may adopt such procedures governing the selection and conduct of the executive committee, and such amendment to, and rules governing the modification, construction, application, and enforcement of the protective covenants herein set forth, as shall have been proposed in writing mailed to members with notice of meeting and adopted by a majority of those present.

(e) The executive committee is hereby authorized to levy an assessment on each lot in proportion to its assessed value for county tax purposes to cover the annual operating expenses and assessments as the owners association shall approve from time to time.

(f) The association may also levy assessments on those whom the executive committee finds have violated any of these protective covenants in such sum as the executive committee shall find is reasonable together with such sums as maybe needed to cover the costs incurred by the association in enforcing compliance with such protective covenants by policing, hearings, and court actions as required. Any assessments referred to in this series of protective covenants shall constitute a lien on the lot owned by any persons from the date the executive committee records a notice of lien with the Valley County Recorder until it is paid and thereby discharged. The assessments hereinabove referred to, are hereby declared to be among the obligations to which every owner expresses his consent, by acquiring an interest in the tract.

(g) The executive committee shall also consider and act upon any and all proposals or plans and specifications submitted for its approval for landscaping and construction and perform such other duties as from time to time shall be assigned to it by the association, including the inspection of construction in progress to assure its conformance with the plans approved by the executive committee. The executive committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the landscaping, construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surroundings or the subdivision

as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The executive committee may condition its approval of proposals or plans and specifications or such changes therein as it deems appropriate and may require submission of plans for approval, or plot plans with all planned improvements for approval, or additional factors which it will take into consideration in reviewing submissions, including construction schedules. The executive committee may require detail in plans, elevation drawings and descriptions or samples of exterior material and colors as hereinafter set forth. Until receipt by the executive committee of any required plans and specifications, the executive committee may post one review of any plan submitted for approval.

The executive committee shall meet from time to time as necessary to perform its duties hereunder. The approval of the executive committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the executive committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

### C. The Protective Covenants.

The following are the protective covenants hereinabove referred to:

1. Residential Use. No lot shall be used for other than residential purposes. Permissible residential use includes the construction and occupation of not more than one single-family residence on any one lot, by not more than one family, all of whose members shall be related to one another by blood or marriage, plus such of its servants and guests as may reside with it temporarily.

No commercial activity of any kind shall be permitted on any lot.

Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two weeks duration nor more than 30 days each calendar year, except with special permission of the executive committee.

2. Structures and Landscaping. A residence shall contain a minimum of 1,200 square feet of living space and all construction must be of good quality and done in a good workman-like manner. Structure shall include the alteration, construction, or installation of any building, fence, antenna, flag pole, patio, retaining wall, dam, windmill or similar object.

Landscaping shall include any alteration of the natural surface of the land including the removal or addition of any plant, tree, or shrubs with the exception of normal lot clean-up and



maintenance. The cutting of any live trees more than four (4) inches in diameter 30 inches above the ground shall require the prior approval of the executive committee. It is further provided that after construction of the residence, the lot owner is required to plant two trees per acre owned. These trees are to be conducive to this particular area and climate.

All landscaping, exterior structure surfaces, dimensions, and locations on lots shall be approved by the Declarants or executive committee, when established, prior to commencement of any work thereon. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the subdivision.

Each lot owner is required to maintain their lot in its natural state or plant lawns or pasture or a combination thereof.

No exterior surfaces of any structure other than trim shall be painted or colored except as hereinafter set forth. No reflective roofing material may be exposed on any lot. All exterior walls of any structure shall be of natural materials such as wood, stained wood, rock or brick, or of good quality simulated wood grain siding with pre-painted or pre-colored surface. Prior to construction samples of such materials must be approved by the Declarants.

To a reasonable extent, no structure shall block another owner's view of any object of natural beauty such as a creek or mountain.

No trailer, basement, tent, shack, garage, barn, motor home, mobile home or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence except during construction as hereinafter set forth in Section 7 hereof. The architecture of the outbuildings shall conform with the architecture of the residence on the lot.

3. Set Back Lines. No structure or any part thereof shall be located upon any lot nearer than 50 feet to the front lot line nor nearer than 50 feet to any side street line. No structure shall be located nearer than 25 feet to any interior lot line. No structure or any part thereof shall be located on any interior lot nearer than 25 feet to the rear lot line.

4. Surface Water. Wetlands as delineated on the final plat of Carefree Subdivision No. VII are regulated by the United States Army Corp of Engineers. Wetlands and irrigation ditches and creeks are to be fenced from large animals for a livestock exclusion zone. The exclusion zone may be subject to limited grazing.

A twelve foot gate is required on all fences that cross irrigation canals at a place of convenience for the irrigation district. No grass clippings or other debris are permitted in the irrigation ditches.

Lot owners have the right to fence stock water corridors 30 feet in width.

5. Easements and Lot Subdivision. Easements to lay or caused to be laid, water and sewer pipes and mains and conduits and any and all other utility lines, on, under, through and across a strip of land ten feet in width parallel to and along the full length of the interior boundary lines of said tract are hereby reserved to Declarants, their successors and assigns.

All easements as shown on the plat of such tract for irrigation ditches and/or utilities are perpetually reserved for such uses.

No lot may be further subdivided.

6. Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in such tract other than dogs, cats or other household pets may be kept, provided that the same are not kept, bred or maintained for commercial purposes. No more than two adult dogs will be allowed per lot. Provided, further, that the same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof.

Provided, further, one horse, cow or steer may be kept and maintained on such lot for each full acre thereof, together with such poultry as may be allowed by the executive committee, but no more than a total of four large animals may be kept on any lot.

7. Nuisances. (a) Discharge of firearms is strictly prohibited and no one shall perform in said tract any activity which is noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over any part of said tract, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances. This includes but is not limited to the operation of All Terrain Vehicles, snow machines, musical instruments, etc. Whether violation of this sub-paragraph has occurred shall be determined by Declarants or the associations' executive committee

(b) All lots are to be maintained in a neat and tidy fashion and no debris, refuse, garbage, or junk shall be deposited or left upon any lot at any time. No building materials shall be deposited

or left upon any lot except in orderly and sightly piles and then only for a reasonable period of time during the construction of any structure. A reasonable construction time shall not exceed a consecutive eighteen month period of time from the date that any excavation or construction commences or any building materials are placed on the lot.

(c) No vehicle, boat, camper, trailer, machine, motor cycle, snow machine, nor machinery of any kind, except that being used in connection with construction on such lot shall be stored on any lot except screened from view of neighbors and public roads. The Declarants or the associations' executive committee may require lot owners to provide outbuildings for screenage as set forth in Section C-2.

(d) The burning of wood, oil or gas for heating or cooking purposes, or of wood or leaves for clean-up purposes, shall not violate this covenant. Permits from Southern Idaho Timber Protective Association or an appropriate governmental agency shall be required for controlled and attended fires required for cleaning or maintaining of land.

(e) All lot owners shall conform to the county ordinances and State laws relating to noxious weed control and if they fail to do so the Declarants or executive committee shall have the right to come on the property and do what is necessary to make the property conform to such laws and ordinances at the lot owners expense.

(f) All lot owners are responsible for dust abatement on the gravel roads in the subdivision. If a dust palliative is used, it shall be Environmental Protection Agency approved and the cost born by the property owners. Dust abatement is not the responsibility of the Valley County High Department.

8. Signs. No sign of any kind containing more than 2 1/2 square feet shall be displayed to the public view on any lot.

9. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. Fences. No fence, wall or hedge higher than four feet six inches shall be erected or maintained on said lots or any thereof, save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained, a fence, wall or

six inches shall be erected or maintained on said lots or any hedge of not to exceed six feet in height may be erected and maintained around any lot, or portion thereof. Provided, however, this sub-section is subject to the limitations set forth in Section 9 above and further is subject to approval of the Declarants or executive committee when established.

All fences constructed along county roads are to be constructed with similar material and dimensions as the fencing established by the Declarants at the entrance to the subdivision on Pearson Lane. Fences are the property of the lot owner and are to be maintained in accordance to local practices and Section C-2 above.

11. Enforcement. These protective covenants may be enforced by any persons or entities entitled to enforce these covenants as set forth in Article A hereof, through action for injunction and/or damages (including attorney's fees to be fixed by the Court).

12. Amendments. These covenants may be amended or terminated or parts thereof may be added or deleted, from time to time by the then owners of at least 2/3 of the lots in said tract, by a writing which they execute and cause to be recorded in the office of the County Recorder of Valley County, Idaho.

13. Restrictions. The Central District Health Department, 703 1st Street, McCall, Idaho 83638, telephone (208) 634-7194, has placed restrictions on well and septic tank placements on certain lots. Lot owners are hereby directed to contact such department to obtain plans for such placements and septic permits.

14. Severability and Interpretation. Invalidation of any part of this declaration shall not affect any other part hereof.

Examples shall be for illustrative purposes and are not limiting in any way the overall desire to enhance the value, attractiveness, and desirability of the tract. Where applicable the plural and singular are interchangeable as are the masculine and feminine.

WITNESS WHEREOF, the Declarants have hereunto set their hands to this instrument. This 27<sup>th</sup> day of September, 1993.

\_\_\_\_\_  
Eldon R. Rogers

\_\_\_\_\_  
Lydia Rogers

W. David Kirk  
W. David Kirk

Craig H. Johnson  
Craig H. Johnson

Connie I. Johnson  
Connie I. Johnson

STATE OF IDAHO

County of Valley

Or this 24 day of September in the  
year 1993, before me DORIS WALLACE, a Notary

in and for said County, personally appeared W. David K. Lewis  
Craig H. Johnson and Bonnie Johnson known to me to be the persons whose names  
are subscribed to the within instrument, and  
acknowledge to me that They 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.

Doris Wallace  
Notary. My Comm. Ex. 80038  
Commission Expires: 9-15-94

SEP 29 2 18 PM '93  
VALLEY  
DORIS WALLACE  
NOTARY

ONDEKOSMA TRUST  
REQUESTED BY  
RECORDED

150925



AMENDMENT  
TO  
DECLARATION OF PROTECTIVE COVENANTS  
CAREFREE SUBDIVISION NO. 8  
Valley County, Idaho

The undersigned owners of more than 2/3 of the lots in Carefree Subdivision No. 8, the official plat of which is on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 201143, do hereby amend the Declaration of Protective Covenants of said Carefree Subdivision No. 8, on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 201143, as follows:

1. That the first paragraph of subparagraph 2 of Section C, The Protective Covenants, regarding minimum living space of residences, be and the same is hereby amended to read as follows:

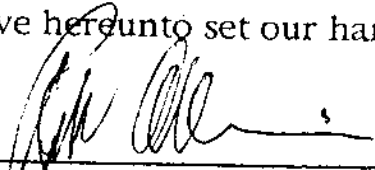
2. Structures and Landscaping. A residence shall contain a minimum of 1,400 square feet of living space and all construction must be of good quality and done in a good workman-like manner. Structure shall include the alteration, construction, or installation of any building, fence, antenna, flag pole, patio, retaining wall, dam, windmill or similar object.

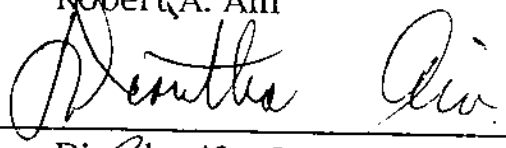
In all other respects said Declaration of Protective Covenants are confirmed, ratified and approved and shall be and remain in full force and effect.


TYPE: *none*  
LIBRARY: *none*  
VALLEY COUNTY RECORDER  
BY: *[Signature]*  
FEE: *9.00*  
98 AUG 10 AM 11 43  
REQUESTED BY *Bob Remick*  
RECORDED

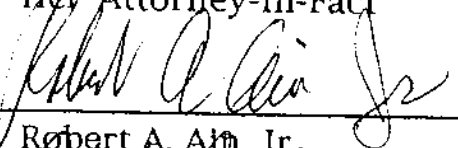
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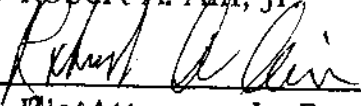
IN WITNESS WHEREOF, we have hereunto set our hands this 4 day  
~~of July~~, 1998,


  
\_\_\_\_\_  
Robert A. Ain

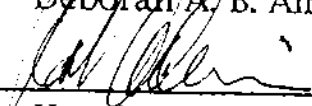
  
\_\_\_\_\_  
Diantha Ain

by   
\_\_\_\_\_  
Her Attorney-In-Fact

  
\_\_\_\_\_  
Robert A. Ain, Jr.

by   
\_\_\_\_\_  
His Attorney-In-Fact

  
\_\_\_\_\_  
Deborah A. B. Ain

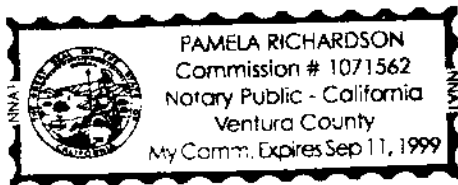
by   
\_\_\_\_\_  
Her Attorney-In-Fact



STATE OF CALIFORNIA )  
 )ss.  
County of Ventura )

On this 24<sup>th</sup> day of ~~July~~ <sup>August</sup> 1998, before me the undersigned Notary Public in and for said State, personally appeared ROBERT A. AIN, 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.

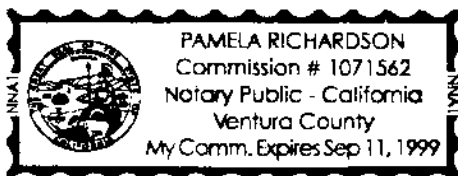


Pamela Richardson  
Notary Public for California  
Residing at Simi Valley, Ventura California  
My Commission expires: September 11, 1999

STATE OF CALIFORNIA )  
 )ss.  
County of Ventura )

On this 04 day of ~~July~~ <sup>August</sup> 1998, before me the undersigned Notary Public in and for said State, personally appeared ROBERT A. AIN, known to me to be the person whose name is subscribed to the within instrument, as the attorney in fact of Diantha Ain, Robert A. Ain, Jr., and Deborah A. B. Ain, and acknowledged to me that he subscribed the names of said Diantha Ain, Robert A. Ain, Jr., and Deborah A. B. Ain thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Pamela Richardson  
Notary Public for California  
Residing at Simi Valley, Ventura, California  
My Commission expires: September 11, 1999



SECOND AMENDMENT  
TO  
DECLARATION OF PROTECTIVE COVENANTS  
CAREFREE SUBDIVISION NO. 8  
Valley County, Idaho

The undersigned owners of more than 2/3 of the lots in Carefree Subdivision No. 8, the official plat of which is on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 201143, subject to the Declaration of Protective Covenants of said Carefree Subdivision No. 8, on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 201144, which covenants were amended by that certain Amendment to Declaration of Protective Covenants, Carefree Subdivision No. 8, Valley County, Idaho, recorded on the 16th day of August, 1998, as Instrument No. 234391, in the office of the Recorder of Valley County, Idaho, desire to further amend such protective covenants, as follows:

I. That regarding the common area, sub section B(6)(b)(4) be and the same is hereby amended to read as follows:

4. The owners of the adjacent 35 acres to the North of the Common Area.

II. That the first paragraph of sub paragraph 2 of Section C, the Protective Covenants, regarding structures and Landscaping, be and the same is hereby amended to read as follows:

2. Structures and Landscaping. A residence shall contain a minimum of 1,400 square feet of living space and all construction must be of good quality and done in a good workman-like manner. Structure shall include the alteration, construction, or installation of any building, fence, antenna, flag pole, patio, retaining wall, dam,

windmill or similar object. The construction or installation of manufactured homes, mobile homes, or modular homes is prohibited except that when Max and Kathleen Huffman, husband and wife, purchased Lot 155 of Carefree Subdivision No. 8, from the owners and developers of said subdivision, Huffmans were allowed the privilege of placing on said Lot 155 a Stradford Home with a double garage, which privilege does not extend to their heirs, successors or assigns.

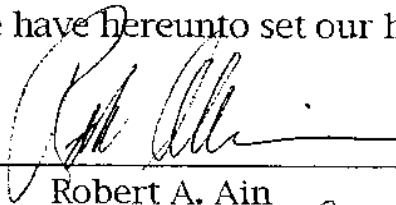
III. That the first paragraph of sub-section 6, Animals, be and the same is hereby amended to read as follows:

6. Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in such tract other than dogs, cats, llamas, goats or other household pets may be kept, provided that the same are not kept, bred or maintained for commercial purposes. No more than two dogs, cats, llamas or goats will be allowed per lot. Provided, further, that the same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof.

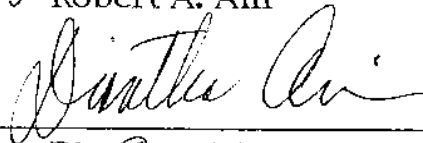
In all other respects said Declaration of Protective Covenants are confirmed, ratified and approved and shall be and remain in full force and effect.

236647  
TYPE: Min  
LEAD IN RESEARCH  
VALLEY COUNTY RECORDER  
BY: Shirley  
FEE: 12.00  
98 NOV 17 AM 9 17  
REQUESTED BY: Bob Penick  
RECORDED

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_ day  
of November, 1998,

  
\_\_\_\_\_

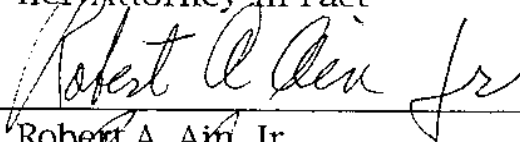
Robert A. Ain

  
\_\_\_\_\_

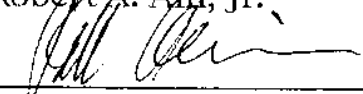
Diantha Ain

by   
\_\_\_\_\_

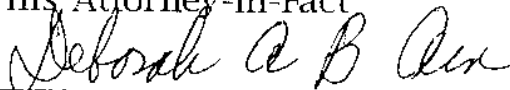
Her Attorney-In-Fact

  
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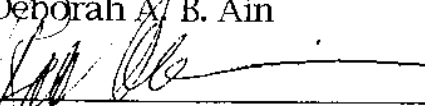
Robert A. Ain, Jr.

by   
\_\_\_\_\_

His Attorney-In-Fact

  
\_\_\_\_\_

Deborah A. B. Ain

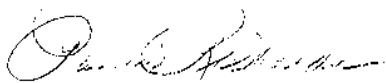
by   
\_\_\_\_\_

Her Attorney-In-Fact

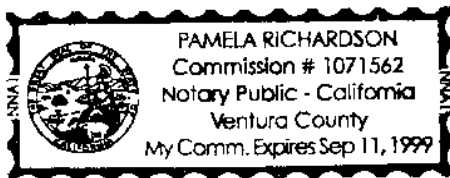
STATE OF CALIFORNIA )  
 )ss.  
County of VENTURA )

On this 12<sup>th</sup> day of November, 1998, before me the undersigned Notary Public in and for said State, personally appeared ROBERT A. AIN, 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.



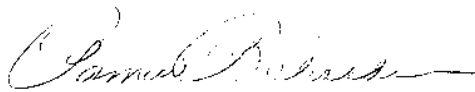
Notary Public for California  
Residing at VENTURA, California  
My Commission expires: Sept 11, 1999



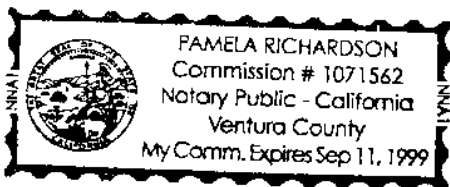
STATE OF CALIFORNIA )  
 )ss.  
County of VENTURA )

On this 12<sup>th</sup> day of November, 1998, before me the undersigned Notary Public in and for said State, personally appeared ROBERT A. AIN, known to me to be the person whose name is subscribed to the within instrument, as the attorney in fact of Diantha Ain, Robert A. Ain, Jr., and Deborah A. B. Ain, and acknowledged to me that he subscribed the names of said Diantha Ain, Robert A. Ain, Jr., and Deborah A. B. Ain thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for California  
Residing at Ventura, California  
My Commission expires: September 11, 1999





DECLARATION OF PROTECTIVE COVENANTS

CAREFREE SUBDIVISION NO. EIGHT

Valley County, Idaho

KNOW ALL PEOPLE BY THESE PRESENTS:

A. Application.

1. Establishment and Enforcement. The undersigned, Robert A. Ain and Diantha Ain, husband and wife, and Robert A. Ain, Jr. and Deborah A.B. Ain, husband and wife hereinafter called Declarants, to carry out the purposes herein recited, hereby declare that the real property situated in Valley County, Idaho, hereinafter described, all of which is owned by Declarants and collectively referred to herein as "tract" shall be subject to the protective covenants hereinafter set forth which are established as a plan for the general and uniform improvement of said tract and for the mutual benefit of Declarants and all of their successors in ownership of any portion of said tract, and as amended from time to time as hereinafter provided, are hereby declared to run with the land and to bind the Declarants and all persons claiming under them until terminated. To this end these covenants shall be specifically enforceable by Declarants, by the association hereinafter described, the executive committee to be established thereby and/or by those successors to and assigns of Declarants who directly or through mesne conveyances become and at the time remain the owners of any lot in or part of the said tract.

2. Description of Tract. The premises owned by Declarants and to which these covenants apply are more particularly described as follows, to wit:

All Lots in the Carefree Subdivision No. Eight, according to the official plat thereof on file and of record in the office of the Recorder of Valley County, Idaho, and any other land the Declarants shall specifically make subject hereto at any subsequent time.

3. Delineation of the Dominant and Servient Tenements. Said tract as a whole is hereby declared to constitute the dominant tenement for the benefit of every lot in which and every part of which these covenants are created, and each lot in said tract is hereby declared also to be the servient tenement hereby made subject to these restrictions as a mutual equitable servitude of each for the benefit of the others. Each person who accepts ownership of any interest in any lot subject to these covenants thereby irrevocably indicates his consent to assume all of the risks and perform all of the obligations herein imposed on the owner of a servient tenement.

4. Definitions. (a) A "lot" is any parcel designated as such



on a recorded map of any part of said tract.

(b) "Owner" means one or more persons owning title to a lot of record, unless the lot is then being sold under an executory contract of sale, in which latter case the contract buyer is meant, but not in any case the holder of a mortgage or other security interest, easement, lien, encumbrance, or leasehold.

(c) Common Area shall mean and include collectively all real property within the Subdivision which are designated to be owned or are owned by the Association, including (without limitation) any real property upon which Common Facilities are located or are intended to be located and any property designated and held by the Declarant for use as a Common Area and any property deeded by the Declarant to the Association for use as Common Area.

B. The Homeowners Association.

1. Creation. After Declarants have transferred of record two-thirds of the lots to others, or within two years whichever shall first occur, they shall assist such owners to form a homeowners non-profit mutual protective association to enforce these protective covenants and to otherwise act to further the common interests of the owners of lots in said tract in the place or declarants.

2. Authority. Wherever Declarants are empowered by any provision hereof to take or approve any action or enforce any provision hereof, the said association is hereby given the authority from and after its organization to act or enforce each of these covenants in the place of Declarants, as well as the other authority herein set forth.

3. Name. The association shall be given a name by its members.

4. Annual Meeting.

(a) Time, Place and Purpose. The members of the owners association shall meet annually at such place on or near the tract as the executive committee hereafter referred to shall fix in a notice mailed with the ballots referred to below. The meeting shall be at 2:00 P.M. on the first Sunday of July of each year. At each meeting the membership shall conduct such association business as the executive committee or any 10 lot owners may bring before those assembled.

(b) Quorum. Twenty-two owners, or a majority of all owners, whichever is less, shall constitute a quorum at the annual meeting.

(c) Membership Decisions. The executive committee shall carry out decisions of the membership made at the annual meetings, and shall have no authority to overrule them.

5. Executive Committee. (a) Creation. This owners association shall act, and carry out such policies as are established by its membership at annual meetings, through an executive committee of three persons (herein called the executive committee), which may act by majority vote.

(b) Election. The members of this committee shall be selected annually by plurality vote of the members of the lot owners association, including Declarants while they continue to own any lot, each of which members shall have one vote for each lot owned by him. Votes shall be cast by lot owners by ballot mailed or delivered to each of them by the elected secretary of the association before June of each year at the address of each as it is shown on the books of the association. To be counted, a ballot must be returned to such secretary before July 1 of such year. The tally shall be made at the annual meeting by clerks chosen by the membership.

(c) Officers. The executive committee shall select its own chairman and secretary.

(d) Rule Making Power. The executive committee may develop and those present at any annual meeting may adopt such procedures governing the selection and conduct of the executive committee, and such amendment to, and rules governing the modification, construction, application, and enforcement of the protective covenants herein set forth, as shall have been proposed in writing mailed to members with notice of meeting and adopted by a majority of those present.

(e) The executive committee is hereby authorized to levy an assessment on each lot in proportion to its assessed value for county tax purposes to cover the annual operating expenses and assessments as the owners association shall approve from time to time.

(f) The association may also levy assessments on those whom the executive committee finds have violated any of these protective covenants in such sum as the executive committee shall find is reasonable together with such sums as maybe needed to cover the costs incurred by the association in enforcing compliance with such protective covenants by policing, hearings, and court actions as required. Any assessments referred to in this series of protective covenants shall constitute a lien on the lot owned by any persons from the date the executive committee records a notice of lien with the Valley County Recorder until it is paid and thereby discharged. The assessments hereinabove referred to, are hereby declared to be among the obligations to which every owner expresses his consent, by acquiring an interest in the tract.

(g) The executive committee shall also consider and act upon any and all proposals or plans and specifications submitted for

its approval for landscaping and construction and perform such other duties as from time to time shall be assigned to it by the association, including the inspection of construction in progress to assure its conformance with the plans approved by the executive committee. The executive committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the landscaping, construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surroundings or the subdivision as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The executive committee may condition its approval of proposals or plans and specifications or such changes therein as it deems appropriate and may require submission of plans for approval, or plot plans with all planned improvements for approval, or additional factors which it will take into consideration in reviewing submissions, including construction schedules. The executive committee may require detail in plans, elevation drawings and descriptions or samples of exterior material and colors as hereinafter set forth. Until receipt by the executive committee of any required plans and specifications, the executive committee may post one review of any plan submitted for approval.

The executive committee shall meet from time to time as necessary to perform its duties hereunder. The approval of the executive committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the executive committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

6. Common Area. (a) The Common Area shall be under ownership and control of the Declarant until the Declarant creates and deeds over the said Common Area. Declarant retains the right to create and deed over Common Area as it deems appropriate, but Declarant must deed all Common Area to the Association as of the date Declarant owns not more than five percent (5%) of the Lots collectively then with the Subdivision.

(b) Subject to the Association Rules, the following persons shall have the exclusive right of use of all Common Areas.

1. Members of the Association (Owners), their immediate families, guest and the tenants of such members.

2. Declarant, its invitees, guests, tenants, employees and agents, and its successors and assigns, while Declarant, its successor or assigns are engaged in the development and/or sale of property within the Subdivision.

3. Such other persons or entities as the Association shall from time to time grant the right of use.

4. The owners of the adjacent 35 acres to the south Common Area.

(c) The use of Common Area shall at all times be subject to the rules, regulations and user charges, if any, prescribed by the Declarant from time to time (prior to the deeding of such Common Area to the Association) and thereafter, as prescribed by the Association from time to time.

1. Nothing shall be altered in, or constructed on, or removed from the Common Areas and facilities except with the prior written consent of the Association.

2. No motorized vehicles except by owners of adjacent approximate 35 acre parcel and by special consent of the Association.

#### C. The Protective Covenants.

The following are the protective covenants hereinabove referred to:

1. Residential Use. No lot shall be used for other than residential purposes. Permissible residential use includes the construction and occupation of not more than one single-family residence on any one lot, by not more than one family, all of whose members shall be related to one another by blood or marriage, plus such of its servants and guests as may reside with it temporarily.

No commercial activity of any kind shall be permitted on any lot.

Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two weeks duration nor more than 30 days each calendar year, except with special permission of the executive committee.

2. Structures and Landscaping. A residence shall contain a minimum of 1,200 square feet of living space and all construction must be of good quality and done in a good workman-like manner. Structure shall include the alteration, construction, or installation of any building, fence, antenna, flag pole, patio, retaining wall, dam, windmill or similar object.

Landscaping shall include any alteration of the natural surface of the land including the removal or addition of any plant, tree, or shrubs, with the exception of normal lot clean-up and maintenance. The cutting of any live trees more than four (4) inches in diameter 30 inches above the ground shall require the prior approval of the executive committee. It is further provided that after construction of the residence, the lot owner is required to plant two trees per acre owned. These trees are to be conducive to this particular area and climate.

All landscaping, exterior structure surfaces, dimensions, and locations on lots shall be approved by the Declarants or executive committee, when established, prior to commencement of any work thereon. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the subdivision.

Each lot owner is required to maintain their lot in its natural state or plant lawns or pasture or a combination thereof.

No exterior surfaces of any structure other than trim shall be painted or colored except as hereinafter set forth. No reflective roofing material may be exposed on any lot. All exterior walls of any structure shall be of natural materials such as wood, stained wood, rock or brick, or of good quality simulated wood grain siding with pre-painted or pre-colored surface. Prior to construction samples of such materials must be approved by the Declarants.

To a reasonable extent, no structure shall block another owner's view of any object of natural beauty such as a creek or mountain.

No trailer, basement, tent, shack, garage, barn, motor home, mobile home or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence except during construction as hereinafter set forth in Section 7 hereof. The architecture of the outbuildings shall conform with the architecture of the residence on the lot.

3. Set Back Lines. No structure or any part thereof shall be located upon any lot nearer than 30 feet to the front lot line nor nearer than 30 feet to any side street line. No structure shall be located nearer than 20 feet to any interior lot line. No structure or any part thereof shall be located on any interior lot nearer than 20 feet to the rear lot line.

4. Surface water. Wetlands as delineated on the final plat of Carefree Subdivision No. Eight are regulated by the United States Army Corp of Engineers. Wetlands and irrigation ditches and creeks are to be fenced from large animals for a livestock exclusion zone. The exclusion zone may be subject to limited grazing.

A twelve foot gate is required on all fences that cross irrigation canals at a place of convenience for the irrigation district. No grass clippings or other debris are permitted in the irrigation ditches.

Lot owners have the right to fence stock water corridors 30 feet in width.

5. Easements and Lot Subdivision. Easements to lay or caused to be laid, water and sewer pipes and mains and conduits and any and all other utility lines, on, under, through and across a strip of land ten feet in width parallel to and along the full length of the interior boundary lines of said tract are hereby reserved to Declarants, their successors and assigns.

All easements as shown on the plat of such tract for irrigation ditches and/or utilities are perpetually reserved for such uses.

No lot may be further subdivided.

6. Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in such tract other than dogs, cats or other household pets may be kept, provided that the same are not kept, bred or maintained for commercial purposes. No more than two adult dogs will be allowed per lot. Provided, further, that the same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof.

Provided, further, two horses, cows or steers may be kept and maintained on such lot for each full acre thereof, together with such poultry as may be allowed by the executive committee, but no more than a total of four large animals may be kept on any lot.

7. Nuisances. (a) Discharge of firearms is strictly prohibited and no one shall perform in said tract any activity which is noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over any part of said tract, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances. This includes but is not limited to the operation of All Terrain Vehicles, snow machines, musical instruments, etc. Whether violation of this sub-paragraph has occurred shall be determined by Declarants or the associations' executive committee.

(b) All lots are to be maintained in a neat and tidy fashion and no debris, refuse, garbage, or junk shall be deposited or left upon any lot at any time. No building materials shall be deposited or left upon any lot except in orderly and sightly piles and then only for a reasonable period of time during the construction of any structure. A reasonable construction time shall not exceed a consecutive eighteen month period of time from the date that any excavation or construction commences or any building materials are placed on the lot.

(c) No vehicle, boat, camper, trailer, machine, motor cycle, snow machine, nor machinery of any kind, except that being used in

connection with construction on such lot shall be stored on any lot except screened from view of neighbors and public roads. The Declarants or the associations' executive committee may require lot owners to provide outbuildings for screenage as set forth in Section C-2.

(d) The burning of wood, oil or gas for heating or cooking purposes, or of wood or leaves for clean-up purposes, shall not violate this covenant. Permits from Southern Idaho Timber Protective Association or an appropriate governmental agency shall be required for controlled and attended fires required for cleaning or maintaining of land.

(e) All lot owners shall conform to the county ordinances and State laws relating to noxious weed control and if they fail to do so the Declarants or executive committee shall have the right to come on the property and do what is necessary to make the property conform to such laws and ordinances at the lot owners expense.

(f) All lot owners are responsible for dust abatement on the gravel roads in the subdivision. If a dust palliative is used, it shall be Environmental Protection Agency approved and the cost born by the property owners. Dust abatement is not the responsibility of the Valley County High Department.

8. Signs. No sign of any kind containing more than 2 1/2 square feet shall be displayed to the public view on any lot.

9. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. Fences. No fence, wall or hedge higher than four feet six inches shall be erected or maintained on said lots or any thereof, save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained, a fence, wall or hedge of not to exceed six feet in height may be erected and maintained around any lot, or portion thereof. Provided, however, this sub-section is subject to the limitations set forth in Section 9 above and further is subject to approval of the Declarants or executive committee when established.

All fences constructed along county roads are to be constructed with similar material and dimensions as the fencing established by the Declarants at the entrance to the subdivision

on Pearson Lane. Fences are the property of the lot owner and are to be maintained in accordance to local practices and Section C-2 above.

11. Enforcement. These protective covenants may be enforced by any persons or entities entitled to enforce these covenants as set forth in Article A hereof, through action for injunction and/or damages (including attorney's fees to be fixed by the Court).

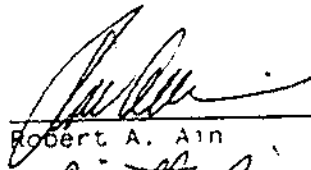
12. Amendments. These covenants may be amended or terminated or parts thereof may be added or deleted, from time to time by the then owners of at least 2/3 of the lots in said tract, by a writing which they execute and cause to be recorded in the office of the County Recorder of Valley County, Idaho.

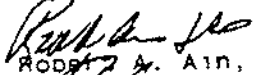
13. Restrictions. The Central District Health Department, 703 1st Street, McCall, Idaho 83638, telephone (208) 634-7194, has placed restrictions on well and septic tank placements on certain lots. Lot owners are hereby directed to contact such department to obtain plans for such placements and septic permits.


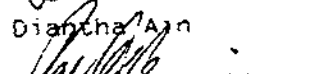
14. Severability and Interpretation. Invalidation of any part of this declaration shall not affect any other part hereof.

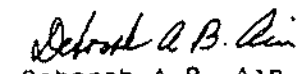
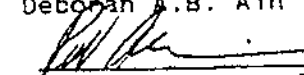
Examples shall be for illustrative purposes and are not limiting in any way the overall desire to enhance the value, attractiveness, and desirability of the tract. Where applicable the plural and singular are interchangeable as are the masculine and feminine.

WITNESS WHEREOF, the Declarants have hereunto set their hands to this instrument. This 11<sup>th</sup> day of September, 1993.

  
\_\_\_\_\_  
Robert A. Ain

  
\_\_\_\_\_  
Robert A. Ain, Jr.  
by Attorney in Fact

  
\_\_\_\_\_  
Diantha Ain  
  
\_\_\_\_\_  
by Attorney in Fact

  
\_\_\_\_\_  
Deborah A.B. Ain  
  
\_\_\_\_\_  
by Attorney in Fact



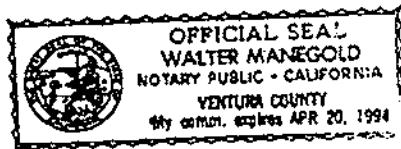
STATE OF CALIFORNIA }  
County of Ventura } ss.

On this 11TH day of September, 1993, before me the undersigned Notary Public in and for said State, personally appeared ROBERT A. AIN, known to me to be the person whose name is suscribed to the within instrument as the attorney in fact of DIANTHA P. AIN ROBERT A. AIN Jr., DEBORAH A. B. AIN thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Walter Manegold*

Notary Public for California  
Residing at Simi Valley, California



201144  
PENDING FOR REVIEW  
REQUESTED BY \_\_\_\_\_  
RECORDED \_\_\_\_\_  
DEC 21 3 32 PM '93  
TYPE: *Doc 2 WATS*  
VALLEY  
BY: *[Signature]*  
FEE: *30.00*



Instrument # 305121

VALLEY COUNTY, CASCADE, IDAHO

2006-01-23 02:34:41 No. of Pages: 44

Recorded for : MARCIA KIRK

LELAND G. HEINRICH

Ex-Officio Recorder Deputy  
Index to: RESTRICTIVE COVENANT

Fee: 132.00

AMENDED AND RESTATED

## COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

### CAREFREE SUBDIVISION NOS. 5 AND 6

These Amended and Restated Covenants, Conditions and Restrictions completely replace and amend that certain Declaration of Protective Covenants for Carefree Subdivision No. 5 recorded in Valley County, Idaho, as Instrument #190589, and that certain Amendment to said Declaration recorded in Valley County, Idaho, as Instrument #192261, except for item II in said Amendment relating to the Release of Sanitary Restrictions. This instrument also completely replaces and amends that certain Declaration of Protective Covenants for Carefree Subdivision No. 6 recorded in Valley County, Idaho, as Instrument #199926 and subsequent amendments. This instrument does not affect existing structures in the aforesaid subdivisions that are in conformance with the Declarations and Amendments being replaced hereby, but this instrument will affect and govern said existing structures as they are remodeled, re-roofed, re-painted, re-sided and otherwise changed in ways that are addressed herein.

The undersigned, representing at least two-thirds (2/3rds) of the Owners in CAREFREE SUBDIVISIONS 5 AND 6, hereby approve, adopt and ratify these Amended and Restated Covenants, Conditions and Restrictions ("CC&Rs"), effective the 6<sup>th</sup> day of January, 2006, and hereby agree as follows:

#### ARTICLE 1: DEFINITIONS

1.1 "Architectural Committee" shall mean the committee created by the Board or the Association pursuant to Article 7 hereof.

1.2 "Articles" shall mean the Articles of Incorporation of the Association.

1.3 "Assessments" shall mean those payments required of Owners and Association Members, including Regular, Special and Limited Assessments of the Association, as further defined in these CC&Rs.

1.4 "Association" shall mean the Idaho non-profit corporation, and its successors and assigns, established by the Members and Owners to exercise the powers and to carry out the duties set forth in these CC&Rs or any Supplemental CC&Rs. The Board shall have the power, in its discretion, to name the Association "CAREFREE SUBDIVISIONS 5 AND 6 HOMEOWNERS' ASSOCIATION, INC." or any similar name which fairly reflects its purpose.

1.5 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the 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 the business of the Association.

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

1.7 "Building Lot" shall mean and refer to any plot of land, as specified or shown on any Recorded Plat of the Property, upon which Improvements may be constructed.

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

1.9 "CC&Rs" shall mean these Amended and Restated Covenants, Conditions and Restrictions, as they may be amended from time to time.

1.10 "Carefree Subdivisions 5 and 6" shall mean the Property.

1.11 "Design Guidelines" shall mean the construction guidelines approved by the Architectural Committee.

1.12 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including, but not limited to, buildings, fences, drives, driveways, sidewalks, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways and fixtures of any kind whatsoever.

1.13 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of these CC&Rs or any Supplemental CC&Rs, including interest thereon, as provided in these CC&Rs or Supplemental CC&Rs.

1.14 "Member" shall mean each person or entity holding a membership in the Association.

1.15 "Owner" shall mean the person or other legal entity holding fee simple interest of record to a Building Lot which is a part of the Property and buyers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

1.16 "Person" shall mean any individual, partnership, corporation or other legal entity.

1.17 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Valley County, Idaho, as the same may be amended by duly recorded amendments thereof.

1.18 "Property" shall mean the real property, including each lot, parcel and portion thereof and interest therein, located in Carefree Subdivisions 5 and 6, according to the official plat thereof on file and of record in the office of the Recorder of Valley County, Idaho.

1.19 "Regular Assessment" shall mean the costs of the Association which are levied against the Property of and paid by each Owner to the Association, pursuant to the terms of these CC&Rs or Supplemental CC&Rs.

1.20 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of these CC&Rs or Supplemental CC&Rs.

1.21 "Supplemental CC&Rs" shall mean any Supplemental CC&Rs, including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

## ARTICLE 2: GENERAL AND SPECIFIC RESTRICTIONS

2.1 Residential Use. No lot shall be used for other than residential purposes. Permissible residential use includes the construction and occupation of not more than one (1) single family residence on any one (1) lot, by not more than one (1) family, all of whose members shall be related to one another by blood or marriage, plus such of its servants and guests as may reside with it temporarily. Fractional ownership of a lot is permitted only when all owners are related by blood and/or marriage. Fractional owners may be from more than one generation.

2.1.1 No manufacturing, industrial, business, commercial, institutional or other non-residential activity of any kind shall be permitted on any lot, except for home offices with no outward appearances of a business at the residence.

2.1.2 Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two (2) weeks duration nor more than thirty (30) days each calendar year.

2.2 Structures and Landscaping. Each residence shall contain a minimum of One Thousand Six Hundred (1,600) square feet of living space, exclusive of garage, Two Thousand (2,000) square feet minimum if it is a two-story building, with a minimum of One Thousand Two Hundred (1,200) square feet on the main floor. Each residence shall have a minimum two-car garage, separate or attached. Structures shall include the alteration, construction, or installation of any building, fence, antenna, flagpole, patio, retaining wall, dam, propane tank or similar object. All construction must be of good quality and be performed in a good and workmanlike manner. No manufactured, relocated (move-on) or mobile homes shall be permitted.

2.2.1 Exterior Surfaces. All exterior surfaces of any structures shall be of natural or natural appearing material such as wood, stained wood, rock or brick, or good quality simulated wood grain siding with pre-painted or pre-colored surface, or fibered cement siding, and, if painted or stained, shall be of earth tone colors. No galvanized or reflective roofing material may be exposed on any lot. Prior to construction, building materials and exterior colors must be approved by the Architectural Committee.

- 2.2.2 Landscaping. No structure or landscaping shall detract from the attractiveness or desirability of the subdivision. To a reasonable extent, no structure or landscaping shall block another owner's view of any object of natural beauty such as a creek or mountain.
- 2.2.3 Architectural Committee Review. No Improvements which will be visible above ground, or which will ultimately affect the visibility of any above ground Improvement, shall be built, erected, placed or materially altered, including, without limitation, change of exterior colors or materials, unless and until the building plans, specifications and plot plan, or other appropriate plans and specifications, have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, roofing material, physical or aesthetic impacts on other properties, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. These CC&Rs are not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures, except to the extent incidentally necessitated by use, size and height restrictions.
- 2.2.4 Setbacks. No structure or any part thereof shall be located upon any lot nearer than fifty (50) feet to the front lot line nor nearer than fifty (50) feet to any side street line. No structure shall be located nearer than twenty-five (25) feet to any interior lot line. No structure or any part thereof shall be located on any interior lot nearer than fifty (50) feet to the rear lot line.
- 2.2.5 Accessory Structures. Accessory structures shall be allowed if in conformity with the provisions of these CC&Rs, and as approved by the applicable Architectural Committee. The exterior of accessory structures shall match the exterior of the main residential structure.
- 2.2.6 Height. No structure of a height of more than twenty-eight (28) feet shall be constructed on any lot, measuring such structure from its highest roof peak to the highest natural lay of the land immediately adjacent to such structure.
- 2.2.7 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the

street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

2.2.7.1 No tree shall be permitted to remain within such distance of such intersection unless a foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2.2.8 Fences. No fence, wall or hedge higher than four and one-half (4 1/2) feet shall be erected or maintained on said lots, or any portion thereof except, however, with the prior consent of all adjoining lot owners, a fence, wall or hedge of not to exceed six (6) feet in height may be erected and maintained around any lot, or portion thereof. Provided, however, this sub-section is subject to the limitations set forth in Section 2.2.7, above, and all such fences are subject to approval of the Architectural Committee.

2.3 Signs. No sign of any kind containing more than one and one-half (1 1/2) square feet shall be displayed to the public view on any lot without the approval of the Architectural Committee.

2.4 No Further Subdivision. No building lot may be further subdivided.

2.5 Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, other than cats or household pets, or a maximum of two dogs, provided that the same are not kept, bred or maintained for commercial purposes, and further, the same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof. Upon lots containing more than two and one-half (2 1/2) acres, one large commonly-domesticated animal (such as a llama, horse, sheep, cow or steer) may be kept and maintained on such lot for each full acre thereof.

2.6 Nuisances.

2.6.1 Discharge of firearms is strictly prohibited and no one shall perform on said Property any activity which is unreasonably noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over any part of said Property, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances.

2.6.2 All lots are to be maintained in a neat and tidy fashion and no debris, refuse, garbage, or junk shall be deposited or left upon any lot at any time, and no odor shall be permitted to rise therefrom so as to render the Property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or to any other property in the vicinity thereof or to its occupants. No building materials shall be deposited or left upon any lot except in orderly and sightly piles and then only for a reasonable period of time during the construction of any structure. A reasonable construction time

shall not exceed a consecutive eighteen (18) month period of time from the date that any excavation or construction commences, or any building materials are placed on a lot.

2.6.3 No noise or other nuisance as described in the Valley County Code, or any other applicable code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants.

2.6.4 No vehicle, boat, camper, trailer, machine, motorcycle, snow machine, liquid petroleum gas (LPG) tanks, or machinery of any kind, except that being used in connection with construction on such lot, shall be stored on any lot except screened from view of neighbors and public roads.

2.6.5 The burning of wood, oil or gas for heating or cooking purposes, or of wood or grass or leaves for clean-up purposes, shall not violate this covenant. Outdoor fires are permissible only when existing weather conditions do not present an unreasonable risk of injury or damage to persons or property and when properly contained and attended.

2.7 No Hazardous Activities. No activities shall be conducted on the Property or the Improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

2.8 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall, at all times, be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 4 of these CC&Rs. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Association fails to exercise its rights within a reasonable time following written notice by such Owner to said Association.

2.9 No Temporary Structures. No house trailer, mobile home, tent (other than for short-term individual use which shall not exceed two (2) weeks unless approved by the Association), shack or other temporary building, improvement or structure shall be placed upon any portion of the



Property, except temporarily as may be required by construction activity undertaken on the Property. Nor may any trailer, basement, tent, shack, garage, barn, motor home, mobile home, or other outbuilding be used at any time as a residence temporarily or permanently.

2.10 Unscreened Boats, Campers and Other Vehicles. Except as provided elsewhere herein, no boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee.

2.11 Energy Devices; Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps/air conditioning shown in the plans approved by the Architectural Committee. This paragraph shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

2.12 Outdoor Lighting. All exterior lighting shall be designed, located and lamped in order to prevent: (a) over-lighting or excessive lighting; (b) glare; (c) light trespass; and (d) up-lighting or sky glow. All lighting or illumination units shall be hooded or shielded in a downward direction so they do not produce glare or cause light trespass on any adjacent lot or real property.

Lights on a timer and/or sensor activated lights are encouraged as desired for security purposes.

### ARTICLE 3: THE CAREFREE SUBDIVISIONS 5 AND 6 HOMEOWNERS ASSOCIATION

3.1 Organization of The Carefree Subdivisions 5 and 6 Homeowners Association. The Carefree Subdivisions 5 and 6 Homeowners Association ("Association") shall be initially organized as an Idaho nonprofit corporation, under the provisions of the Idaho Code relating to general nonprofit corporations, and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and these CC&Rs. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with these CC&Rs or with any Supplemental CC&Rs which might be adopted pertaining to the Subdivisions.

3.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner shall have more than one (1) membership in the Association. Memberships in the Association shall be appurtenant to the Tract, Building Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way, except upon the transfer of Owner's title, and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

3.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own. The number of votes any Member may cast

on any issue is determined by the number of Building Lots which the Member owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have one class of Members.

3.3.1 Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote, to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the new Owner, subject to any assignment of the right to vote to a lessee, mortgagee or beneficiary as provided herein.

3.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such Officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of Directors shall be elected in accordance with the provisions set forth in the Association Bylaws.

3.5 Powers and Duties of the Association.

3.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and these CC&Rs. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under these CC&Rs and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

3.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of these CC&Rs.

3.5.1.2 Right of Enforcement. The power and authority, from time to time, in its own name, on its own behalf or on

behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these CC&Rs or the Articles or the Bylaws, including the Association Rules adopted pursuant to these CC&Rs, and to enforce, by injunction or otherwise, all provisions hereof.

3.5.1.3 Delegation of Powers. The authority to delegate its powers and duties to committees, officers, employees or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

3.5.1.4 Association Rules. The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Association deems reasonable. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of these CC&Rs. In the event of any conflict between such Association Rules and any other provisions of these CC&Rs, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of these CC&Rs, the Articles or the Bylaws to the extent of any such inconsistency.

3.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or, when necessary, in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

3.5.2 Insurance. The power to obtain insurance from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect any insurance policy the Board deems necessary or advisable.

3.5.3 Rule Making. The power to make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

3.5.4 Architectural Committee. The power to appoint and remove members of the Architectural Committee, subject to the provisions of these CC&Rs.

3.5.5 Enforcement of Restrictions and Rules. The power to perform such other acts, whether or not expressly authorized by these CC&Rs, as may be reasonably advisable or necessary to enforce any of the provisions of these CC&Rs or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Valley County Recorder, as more fully provided herein.

3.6 Personal Liability. No member of the Board, or member of any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association or the Architectural Committee, or any other committee, or any Member of the Association, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

3.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

3.7.1 A pro forma operating statement or budget, for each fiscal year, shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

3.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, however, that such meeting shall occur no later than November 1 each year. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than sixty (60) days, before the meeting. Said Notice shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held in McCall, Idaho, or as close thereto as practical at a reasonable place selected by the Board. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time, not less than ten (10) days nor more than thirty (30) days, from the time the original meeting was scheduled. At any such meeting properly called, the presence of one-third (1/3) of the Members shall constitute a quorum, including Members present by proxy.

#### ARTICLE 4: ASSESSMENTS

4.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay, when due, all

Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of these CC&Rs or other applicable instrument.

4.1.1 Assessment Constitutes Lien. Such Assessments and charges, together with interest, costs and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

4.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property, beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title, unless expressly assumed by them, but shall remain such Owner's personal obligation regardless of whether s/he remains an Owner.

4.2 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board. Provided, however, that Regular Assessments shall not exceed \$25.00 per year unless the need for a greater amount has been appropriately previously noticed and communicated to the Owners at a duly-called meeting (or via any other method allowed by law), and then the approval of the greater amount is given by a majority of the Owners at said meeting at which a quorum is present (or by a majority of the Owners if the vote regarding the greater amount is taken other than at said duly-called meeting).

4.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs (collectively "Expenses").

4.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association.

4.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed as follows:

4.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction

produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Subdivisions.

4.3 Special Assessments.

4.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, the Board shall determine the approximate amount necessary to defray such Expenses and, after the notice and voting procedure outlined in paragraph 4.2 (and after the requisite affirmative vote), levy a Special Assessment which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid, unless directed otherwise by the vote of a majority of the members.

4.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

4.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for the Subdivision.

4.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

4.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on October 1 of each year and terminate September 30<sup>th</sup> of the next year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year.

4.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payments of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within sixty (60) days after the levy thereof. Each installment payment which is delinquent for more than sixty (60) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the

delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by lease or abandonment of such Owner's Building Lot.

4.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of these CC&Rs and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default as to which the signor shall have had no actual knowledge.

4.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot not less than ten (10) days nor more than sixty (60) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast one-third (1/3) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty-one percent (51%) of those present. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

#### ARTICLE 5: ENFORCEMENT OF ASSESSMENT: LIENS

5.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in these CC&Rs and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of these CC&Rs, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 5.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

5.2 Assessment Liens.

5.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against each Building Lot pursuant to these CC&Rs, together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of these CC&Rs shall constitute a lien on each respective Building Lot upon recordation of a claim of lien with the Valley County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien, except for tax liens for real property taxes on any Building Lot and assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

5.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Valley County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such claim), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction or release of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

5.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

5.4 Required Notice. Notwithstanding anything contained in these CC&Rs to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Valley County Recorder.



5.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage, except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 5.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due, whether before, on or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in these CC&Rs.

5.6 Rights of Mortgagees. Notwithstanding any other provision of these CC&Rs, no amendment of these CC&Rs shall operate to defeat the rights of the beneficiary under any deed of trust upon a Building Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust, such Building Lot shall remain subject to these CC&Rs, as amended.

#### ARTICLE 6: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

6.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Members, the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association, or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member, at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

6.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

- 6.2.1 notice to be given to the custodians of the records by the persons desiring to make the inspection;
- 6.2.2 hours and days of the week when such an inspection may be made; and
- 6.2.3 payment of the cost of reproducing copies of documents requested pursuant to this Article 6.

6.3 Director's Rights of Inspection. Every director shall have the absolute right, at any reasonable time, to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

## ARTICLE 7: ARCHITECTURAL COMMITTEE

7.1 Creation. Within thirty (30) days of the date on which these CC&Rs are recorded, the Board shall appoint three (3) individuals who are also Owners to serve on the Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. Members of the Architectural Committee must be Owners. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

7.2 The Board's Right of Appointment. The Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint an acting member to serve for a specified temporary period not to exceed three (3) years.

7.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval, pursuant to these CC&Rs, and perform such other duties as, from time to time, shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with these CC&Rs, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire engineers, architects, and/ or other professionals licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the habitat or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

7.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

7.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring professionals licensed by the State of Idaho, as provided above, or

for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

7.3.2.1 Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures, such as animal enclosures, as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

7.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

7.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article 7 shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the applicant within thirty (30) days after the date of filing said materials with the Architectural Committee.

7.4 Meetings of the Architectural Committee. The Architectural Committee shall meet, from time to time, as necessary to perform its duties hereunder. The Architectural Committee may, from time to time, by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 7.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

7.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

7.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

7.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

7.7.1 Upon the completion of any work for which approved plans are required under this Article 7, the Owner shall give written notice of completion to the Architectural Committee.

7.7.2 Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

7.7.3. If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as may be provided by law, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling, unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement, pursuant to these CC&Rs.

7.7.4. If, for any reason, the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

7.8 Non-Liability of Architectural Committee Members. Neither the Board nor any member thereof, nor its duly authorized Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to any Association, or to any Owner or grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve

or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design, from the standpoint of structural safety or conformance with building or other codes.

7.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of these CC&Rs, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Valley County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in these CC&Rs shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these CC&Rs for any purpose, except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including, but not limited to, zoning ordinances or requirements imposed by any governmental or municipal authority.

## ARTICLE 8: MISCELLANEOUS

8.1 Term. The covenants, conditions, restrictions and equitable servitudes of these CC&Rs shall run until December 31, 2034, unless amended as herein provided. After such date, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least sixty-seven percent (67%) of the voting power of the Association and such written instrument is recorded with the Valley County Recorder.

### 8.2 Amendment.

8.2.1 By Owners. Except where a greater percentage is required by express provision in these CC&Rs, other than this Article 8, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than sixty-seven percent (67%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Valley County Recorder. Any amendment to this Article 8 shall require the vote or written consent of Members holding ninety percent (90%) of the voting power of the Association.

8.2.2 Effect of Amendment. Any amendment of these CC&Rs approved in the manner specified above shall be binding on and effective as to all Owners and

their respective properties, notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

8.3 Mortgage Protection. Notwithstanding any other provision of these CC&Rs, no amendment of these CC&Rs shall operate to defeat or render invalid the rights of a mortgagee or the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after foreclosure of any such mortgage or first deed of trust, such Building Lot shall remain subject to these CC&Rs, as amended.

8.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered, either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person, if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

8.5 Enforcement and Non-Waiver.

8.5.1 Right of Enforcement. Except as otherwise provided herein, the Association and/or any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

8.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in the Association or any Owner of Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only the Association, the Board or a duly authorized agent of any of them may enforce, by self-help, any of the provisions hereof, and then only if such self-help is preceded by reasonable notice to the Owner.

8.5.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of these CC&Rs and subject to any or all of the enforcement procedures set forth in these CC&Rs and any or all enforcement procedures in law and equity.

8.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

8.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision at any time.

8.6 Interpretation. The provisions of these CC&Rs shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property. These CC&Rs shall be construed and governed under the laws of the State of Idaho.

8.6.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in these CC&Rs.

8.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 8.6.1, each of the provisions of these CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

8.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

8.6.4 Captions. All captions and titles used in these CC&Rs are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

8.7 Successors and Assigns. All references herein to Owners, any Association or person shall be construed to include all successors, assigns, partners, representatives and authorized agents of such Owners, Association or person.

8.8 Wetlands. Portions of certain lots have been designated as wetlands. The Owners of said lots will abide by all applicable governmental statutes, regulations and rules regarding wetlands. Additionally, the Owners of said lots will keep said wetlands and irrigation ditches and creeks fenced from large animals for a livestock exclusion zone; provided, however, that reasonable stock water corridors may be created and fenced.

*[Signature Page Follows]*

ATTEST:

Scott McDaniel and Marcia Kurb the President and the Secretary, respectively, of Carefree Subdivisions 5 and 6 Homeowners' Association, an Idaho non-profit corporation, hereby attest that the foregoing Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6 were duly approved and adopted by the foregoing Subdivision Nos. 5 and 6 lot owners and members of the Association.

Scott McDaniel  
President

Marcia Kurb  
Secretary

STATE OF IDAHO )  
 : ss.  
County of Valley )

The undersigned a notary public, does certify that on this 17<sup>th</sup> day of January, 2006, personally appeared before me CINDI LEBRETT, who, being by me first duly sworn, declared that (s)he is the President of the Carefree Subdivisions 5 and 6 Homeowners' Association, Inc., that (s)he signed the foregoing document as President of the corporation, and that the statements therein contained are true to the best of his/her knowledge and belief.



Cindi LeBrett  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: \_\_\_\_\_ My Commission Expires On **February 18, 2008**

STATE OF IDAHO )  
 : ss.  
County of Valley )

The undersigned a notary public, does certify that on this 17<sup>th</sup> day of January, 2006, personally appeared before me CINDI LEBRETT, who, being by me first duly sworn, declared that (s)he is the Secretary of the Carefree Subdivision 5 and 6 Homeowners' Association, Inc., that (s)he signed the foregoing document as Secretary of the corporation, and that the statements therein contained are true to the best of his/her knowledge and belief.



Cindi LeBrett  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: \_\_\_\_\_ My Commission Expires On **February 18, 2008**



*Check full 5*

SIGNATURE

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*Leslie J. Bosen*  
*Bryan E. Bosen*  
*OK*

LESLIE J. BOSEN  
BRYAN E. BOSEN

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Carefree 5

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

SIGNATURE

PRINT NAME

LOT #

John L. Hanks

JOHN L. HANKS

74 & 75

Terri M. Hanks

Terri M. Hanks

74 & 75

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Carefree 2

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

SIGNATURE	PRINT NAME	LOT #
<u>Bonnie Thompson</u>	<u>Bonnie Thompson</u>	<u># 77</u>
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Carefree

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

SIGNATURE

PRINT NAME

LOT #

Scott McDaniel

Scott McDaniel

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Carefree 5

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

**SIGNATURE**

**PRINT NAME**

**LOT #**

Cindy Slyh-Curtis

Cindy Slyh-Curtis

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*Conceded 5*

**SIGNATURE**

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**LOT #**

*Benjamin Cabell*

*BENJAMIN CABELL*

*83 Nov. 14, 2005*

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Carefree 5

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

SIGNATURE

PRINT NAME

LOT #

*S. J. Milleman*

STEVEN J. MILLEMAN

LOT 84, # 5

*Inge A. Milleman*

INGE A. MILLEMAN

LOT 84, # 5

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IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

**SIGNATURE**

**PRINT NAME**

**LOT #**

Brian L. McMahon

Brian L. McMahon

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Carrie L. McMahon

Carrie L. McMahon

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Carefree 5 # 88

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

SIGNATURE

PRINT NAME

LOT #

*Ann Giberson*

Ann Giberson

88 9 97

*Gary Giberson*

Gary Giberson

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Carefree 5

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

**SIGNATURE**

**PRINT NAME**

**LOT #**



Bohdan Polny

89,90,91

Gina Polny

Gina Polny

89,90,91

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Carefree 5

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SIGNATURE

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LOT #

Gordon Ecker

Gordon Ecker

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Ed Crimbylik

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Carapace 5

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SIGNATURE

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Robert J. Kirk

Robert J. Kirk

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Carefree 5

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

SIGNATURE

PRINT NAME

LOT #

Robert W. Kustra

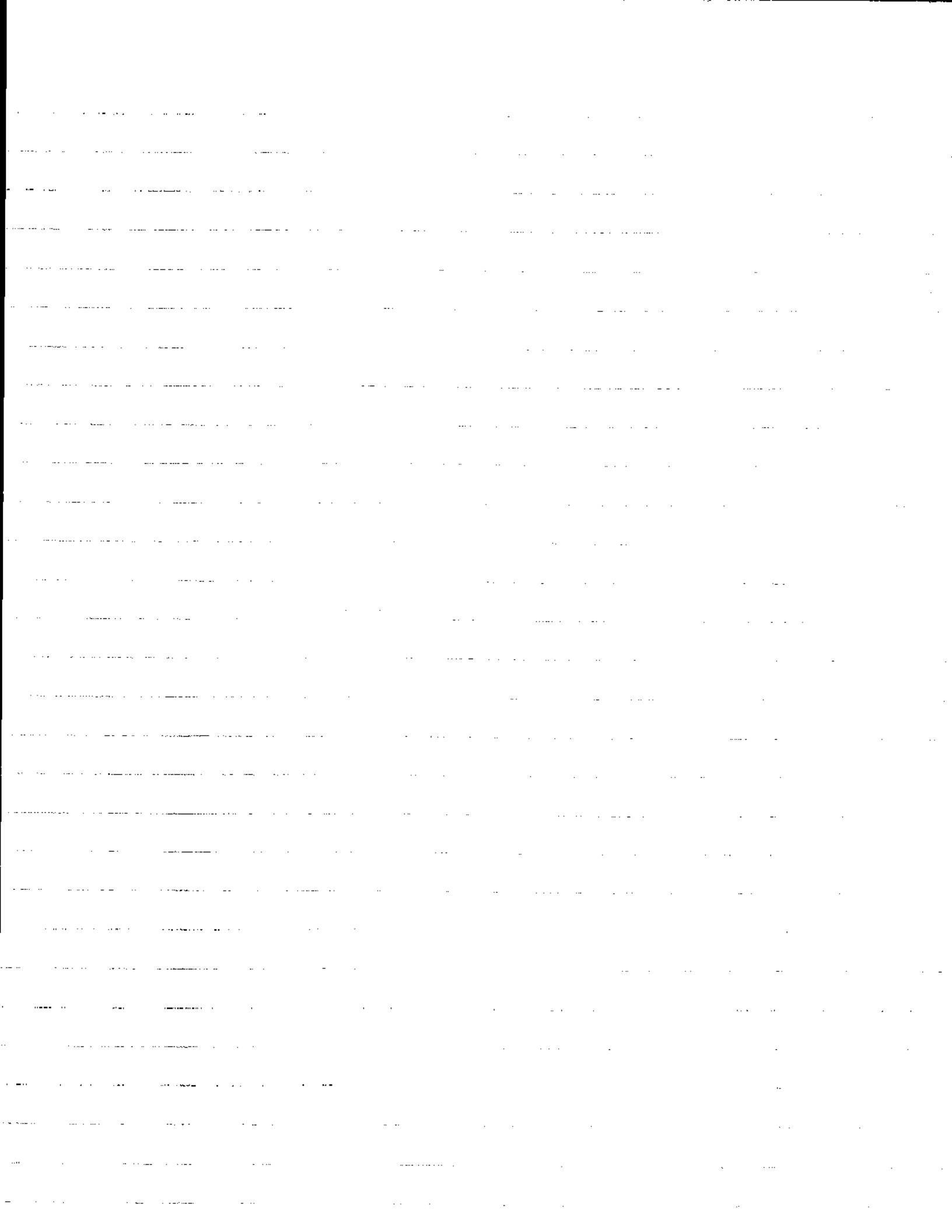
Robert W. Kustra

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Amended 6

Section 11.2 Execution of Documents. The Board of Directors, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have the power or authority to bind the Corporation by any contract or engagement or to pledge the Corporation's credit or to render the Corporation liable for any purpose or in any amount.

Section 11.3 Inspection of Bylaws, Books and Records. The Corporation shall keep in the Corporation's office for the transaction of business the original or a copy of these Bylaws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during office hours. The books, records and papers of the Association shall, at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Corporation shall be available for inspection by any Member at the principal office of the Corporation, where copies may be purchased at a reasonable cost.

Section 11.4 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of every year.

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We, the undersigned, being at least two-thirds (2/3) of the Members of the Corporation, do hereby certify that the foregoing Amended and Restated Bylaws were duly adopted as the official Bylaws of the Corporation on the 15<sup>th</sup> day of November, 2005

**SIGNATURE**

**PRINT NAME**

**LOT #**

*Erin Sinclair*  
*[Signature]*

Erin Sinclair  
Chris Sinclair

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Carefully

SIGNATURE

PRINT NAME

LOT #

*[Signature]*

Ann Giberson

88997

*Gary Giberson*

Gary Giberson

88797

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Amended

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We, the undersigned, being at least two-thirds (2/3) of the Members of the Corporation, do hereby certify that the foregoing Amended and Restated Bylaws were duly adopted as the official Bylaws of the Corporation on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

SIGNATURE

PRINT NAME

LOT #

~~Jodi L. Frederick~~  
Jody S. Frederick

Jodi L. Frederick 100

Jody S. FREDERICK 100

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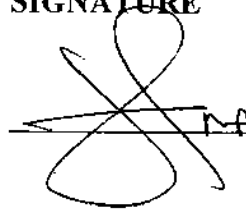
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*Confidential*

**SIGNATURE**

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JEVON TRUEX \_\_\_\_\_

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We, the undersigned, being at least two-thirds (2/3) of the Members of the Corporation, do hereby certify that the foregoing Amended and Restated Bylaws were duly adopted as the official Bylaws of the Corporation on the \_\_\_ day of \_\_\_\_\_, 200\_.

SIGNATURE

PRINT NAME

LOT #

*Larry Lovitt*

Larry Lovitt

#102

*Christine Lovitt*

Christine Lovitt

#102

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*Amended*

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We, the undersigned, being at least two-thirds (2/3) of the Members of the Corporation, do hereby certify that the foregoing Amended and Restated Bylaws were duly adopted as the official Bylaws of the Corporation on the \_\_\_\_ day of \_\_\_\_\_, 200\_.

**SIGNATURE**

**PRINT NAME**

**LOT #**

*[Handwritten Signature]*

ENNIO AVALON

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Sherry C. Avalon

Sherry C. Avalon

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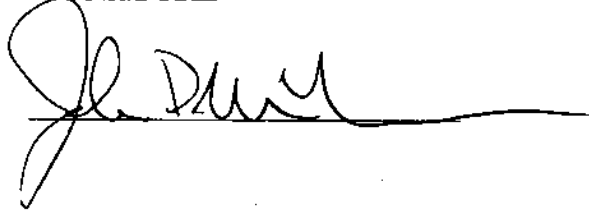
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We, the undersigned, being at least two-thirds (2/3) of the Members of the Corporation, do hereby certify that the foregoing Amended and Restated Bylaws were duly adopted as the official Bylaws of the Corporation on the 12 day of November, 2005

SIGNATURE	PRINT NAME	LOT #
	John P. McKean	105
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Carefree b

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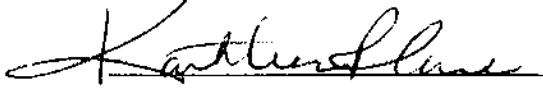
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Dan Place

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Kathleen Place

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Instrument # 308583

VALLEY COUNTY, CASCADE, IDAHO

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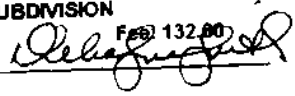
Recorded for : CAREFREE SUBDIVISION

LELAND G. HEINRICH

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS RECORD

Fee 132.00



AMENDED AND RESTATED

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CAREFREE SUBDIVISION NOS. 5 AND 6

These Amended and Restated Covenants, Conditions and Restrictions completely replace and amend that certain Declaration of Protective Covenants for Carefree Subdivision No. 5 recorded in Valley County, Idaho, as Instrument #190589, and that certain Amendment to said Declaration recorded in Valley County, Idaho, as Instrument #192261, except for item II in said Amendment relating to the Release of Sanitary Restrictions. This instrument also completely replaces and amends that certain Declaration of Protective Covenants for Carefree Subdivision No. 6 recorded in Valley County, Idaho, as Instrument #199926 and subsequent amendments. This instrument does not affect existing structures in the aforesaid subdivisions that are in conformance with the Declarations and Amendments being replaced hereby, but this instrument will affect and govern said existing structures as they are remodeled, re-roofed, re-painted, re-sided and otherwise changed in ways that are addressed herein.

The undersigned, representing at least two-thirds (2/3rds) of the Owners in CAREFREE SUBDIVISIONS 5 AND 6, hereby approve, adopt and ratify these Amended and Restated Covenants, Conditions and Restrictions ("CC&Rs"), effective the 6th day of January, 2006, and hereby agree as follows:

ARTICLE 1: DEFINITIONS

1.1 "Architectural Committee" shall mean the committee created by the Board or the Association pursuant to Article 7 hereof.

1.2 "Articles" shall mean the Articles of Incorporation of the Association.

1.3 "Assessments" shall mean those payments required of Owners and Association Members, including Regular, Special and Limited Assessments of the Association, as further defined in these CC&Rs.

1.4 "Association" shall mean the Idaho non-profit corporation, and its successors and assigns, established by the Members and Owners to exercise the powers and to carry out the duties set forth in these CC&Rs or any Supplemental CC&Rs. The Board shall have the power, in its discretion, to name the Association "CAREFREE SUBDIVISIONS 5 AND 6 HOMEOWNERS' ASSOCIATION, INC." or any similar name which fairly reflects its purpose.

1.5 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the 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 the business of the Association.

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

1.7 "Building Lot" shall mean and refer to any plot of land, as specified or shown on any Recorded Plat of the Property, upon which Improvements may be constructed.

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

1.9 "CC&Rs" shall mean these Amended and Restated Covenants, Conditions and Restrictions, as they may be amended from time to time.

1.10 "Carefree Subdivisions 5 and 6" shall mean the Property.

1.11 "Design Guidelines" shall mean the construction guidelines approved by the Architectural Committee.

1.12 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including, but not limited to, buildings, fences, drives, driveways, sidewalks, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways and fixtures of any kind whatsoever.

1.13 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of these CC&Rs or any Supplemental CC&Rs, including interest thereon, as provided in these CC&Rs or Supplemental CC&Rs.

1.14 "Member" shall mean each person or entity holding a membership in the Association.

1.15 "Owner" shall mean the person or other legal entity holding fee simple interest of record to a Building Lot which is a part of the Property and buyers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

1.16 "Person" shall mean any individual, partnership, corporation or other legal entity.

1.17 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Valley County, Idaho, as the same may be amended by duly recorded amendments thereof.

1.18 "Property" shall mean the real property, including each lot, parcel and portion thereof and interest therein, located in Carefree Subdivisions 5 and 6, according to the official plat thereof on file and of record in the office of the Recorder of Valley County, Idaho.

1.19 "Regular Assessment" shall mean the costs of the Association which are levied against the Property of and paid by each Owner to the Association, pursuant to the terms of these CC&Rs or Supplemental CC&Rs.

1.20 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements, or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of these CC&Rs or Supplemental CC&Rs.

1.21 "Supplemental CC&Rs" shall mean any Supplemental CC&Rs, including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

## ARTICLE 2: GENERAL AND SPECIFIC RESTRICTIONS

2.1 Residential Use. No lot shall be used for other than residential purposes. Permissible residential use includes the construction and occupation of not more than one (1) single family residence on any one (1) lot, by not more than one (1) family, all of whose members shall be related to one another by blood or marriage, plus such of its servants and guests as may reside with it temporarily. Fractional ownership of a lot is permitted only when all owners are related by blood and/or marriage. Fractional owners may be from more than one generation.

2.1.1 No manufacturing, industrial, business, commercial, institutional or other non-residential activity of any kind shall be permitted on any lot, except for home offices with no outward appearances of a business at the residence.

2.1.2 Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two (2) weeks duration nor more than thirty (30) days each calendar year.

2.2 Structures and Landscaping. Each residence shall contain a minimum of One Thousand Six Hundred (1,600) square feet of living space, exclusive of garage, Two Thousand (2,000) square feet minimum if it is a two-story building, with a minimum of One Thousand Two Hundred (1,200) square feet on the main floor. Each residence shall have a minimum two-car garage, separate or attached. Structures shall include the alteration, construction, or installation of any building, fence, antenna, flagpole, patio, retaining wall, dam, propane tank or similar object. All construction must be of good quality and be performed in a good and workmanlike manner. No manufactured, relocated (move-on) or mobile homes shall be permitted.

2.2.1 Exterior Surfaces. All exterior surfaces of any structures shall be of natural or natural appearing material such as wood, stained wood, rock or brick, or good quality simulated wood grain siding with pre-painted or pre-colored surface, or fibered cement siding, and, if painted or stained, shall be of earth tone colors. No galvanized or reflective roofing material may be exposed on any lot. Prior to construction, building materials and exterior colors must be approved by the Architectural Committee.

- 2.2.2 Landscaping. No structure or landscaping shall detract from the attractiveness or desirability of the subdivision. To a reasonable extent, no structure or landscaping shall block another owner's view of any object of natural beauty such as a creek or mountain.
- 2.2.3 Architectural Committee Review. No Improvements which will be visible above ground, or which will ultimately affect the visibility of any above ground Improvement, shall be built, erected, placed or materially altered, including, without limitation, change of exterior colors or materials, unless and until the building plans, specifications and plot plan, or other appropriate plans and specifications, have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, roofing material, physical or aesthetic impacts on other properties, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. These CC&Rs are not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures, except to the extent incidentally necessitated by use, size and height restrictions.
- 2.2.4 Setbacks. No structure or any part thereof shall be located upon any lot nearer than fifty (50) feet to the front lot line nor nearer than fifty (50) feet to any side street line. No structure shall be located nearer than twenty-five (25) feet to any interior lot line. No structure or any part thereof shall be located on any interior lot nearer than fifty (50) feet to the rear lot line.
- 2.2.5 Accessory Structures. Accessory structures shall be allowed if in conformity with the provisions of these CC&Rs, and as approved by the applicable Architectural Committee. The exterior of accessory structures shall match the exterior of the main residential structure.
- 2.2.6 Height. No structure of a height of more than twenty-eight (28) feet shall be constructed on any lot, measuring such structure from its highest roof peak to the highest natural lay of the land immediately adjacent to such structure.
- 2.2.7 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the

street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

2.2.7.1 No tree shall be permitted to remain within such distance of such intersection unless a foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2.2.8 Fences. No fence, wall or hedge higher than four and one-half (4 1/2) feet shall be erected or maintained on said lots, or any portion thereof except, however, with the prior consent of all adjoining lot owners, a fence, wall or hedge of not to exceed six (6) feet in height may be erected and maintained around any lot, or portion thereof. Provided, however, this sub-section is subject to the limitations set forth in Section 2.2.7, above, and all such fences are subject to approval of the Architectural Committee.

2.3 Signs. No sign of any kind containing more than one and one-half (1 1/2) square feet shall be displayed to the public view on any lot without the approval of the Architectural Committee.

2.4 No Further Subdivision. No building lot may be further subdivided.

2.5 Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, other than cats or household pets, or a maximum of two dogs, provided that the same are not kept, bred or maintained for commercial purposes, and further, the same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof. Upon lots containing more than two and one-half (2 1/2) acres, one large commonly-domesticated animal (such as a llama, horse, sheep, cow or steer) may be kept and maintained on such lot for each full acre thereof.

2.6 Nuisances.

2.6.1 Discharge of firearms is strictly prohibited and no one shall perform on said Property any activity which is unreasonably noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over any part of said Property, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances.

2.6.2 All lots are to be maintained in a neat and tidy fashion and no debris, refuse, garbage, or junk shall be deposited or left upon any lot at any time, and no odor shall be permitted to rise therefrom so as to render the Property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or to any other property in the vicinity thereof or to its occupants. No building materials shall be deposited or left upon any lot except in orderly and sightly piles and then only for a reasonable period of time during the construction of any structure. A reasonable construction time

shall not exceed a consecutive eighteen (18) month period of time from the date that any excavation or construction commences, or any building materials are placed on a lot.

- 2.6.3 No noise or other nuisance as described in the Valley County Code, or any other applicable code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants.
- 2.6.4 No vehicle, boat, camper, trailer, machine, motorcycle, snow machine, liquid petroleum gas (LPG) tanks, or machinery of any kind, except that being used in connection with construction on such lot, shall be stored on any lot except screened from view of neighbors and public roads.
- 2.6.5 The burning of wood, oil or gas for heating or cooking purposes, or of wood or grass or leaves for clean-up purposes, shall not violate this covenant. Outdoor fires are permissible only when existing weather conditions do not present an unreasonable risk of injury or damage to persons or property and when properly contained and attended.

2.7 No Hazardous Activities. No activities shall be conducted on the Property or the Improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

2.8 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall, at all times, be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 4 of these CC&Rs. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Association fails to exercise its rights within a reasonable time following written notice by such Owner to said Association.

2.9 No Temporary Structures. No house trailer, mobile home, tent (other than for short-term individual use which shall not exceed two (2) weeks unless approved by the Association), shack or other temporary building, improvement or structure shall be placed upon any portion of the

Property, except temporarily as may be required by construction activity undertaken on the Property. Nor may any trailer, basement, tent, shack, garage, barn, motor home, mobile home, or other outbuilding be used at any time as a residence temporarily or permanently.

2.10 Unscreened Boats, Campers and Other Vehicles. Except as provided elsewhere herein, no boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee.

2.11 Energy Devices; Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps/air conditioning shown in the plans approved by the Architectural Committee. This paragraph shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

2.12 Outdoor Lighting. All exterior lighting shall be designed, located and lamped in order to prevent: (a) over-lighting or excessive lighting; (b) glare; (c) light trespass; and (d) up-lighting or sky glow. All lighting or illumination units shall be hooded or shielded in a downward direction so they do not produce glare or cause light trespass on any adjacent lot or real property.

Lights on a timer and/or sensor activated lights are encouraged as desired for security purposes.

### ARTICLE 3: THE CAREFREE SUBDIVISIONS 5 AND 6 HOMEOWNERS ASSOCIATION

3.1 Organization of The Carefree Subdivisions 5 and 6 Homeowners Association. The Carefree Subdivisions 5 and 6 Homeowners Association ("Association") shall be initially organized as an Idaho nonprofit corporation, under the provisions of the Idaho Code relating to general nonprofit corporations, and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and these CC&Rs. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with these CC&Rs or with any Supplemental CC&Rs which might be adopted pertaining to the Subdivisions.

3.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner shall have more than one (1) membership in the Association. Memberships in the Association shall be appurtenant to the Tract, Building Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way, except upon the transfer of Owner's title, and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

3.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own. The number of votes any Member may cast

on any issue is determined by the number of Building Lots which the Member owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have one class of Members.

3.3.1 Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote, to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the new Owner, subject to any assignment of the right to vote to a lessee, mortgagee or beneficiary as provided herein.

3.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such Officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of Directors shall be elected in accordance with the provisions set forth in the Association Bylaws.

3.5 Powers and Duties of the Association.

3.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and these CC&Rs. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under these CC&Rs and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

3.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of these CC&Rs.

3.5.1.2 Right of Enforcement. The power and authority, from time to time, in its own name, on its own behalf or on



behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these CC&Rs or the Articles or the Bylaws, including the Association Rules adopted pursuant to these CC&Rs, and to enforce, by injunction or otherwise, all provisions hereof.

3.5.1.3 Delegation of Powers. The authority to delegate its powers and duties to committees, officers, employees or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

3.5.1.4 Association Rules. The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Association deems reasonable. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of these CC&Rs. In the event of any conflict between such Association Rules and any other provisions of these CC&Rs, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of these CC&Rs, the Articles or the Bylaws to the extent of any such inconsistency.

3.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or, when necessary, in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

3.5.2 Insurance. The power to obtain insurance from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect any insurance policy the Board deems necessary or advisable.

3.5.3 Rule Making. The power to make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

3.5.4 Architectural Committee. The power to appoint and remove members of the Architectural Committee, subject to the provisions of these CC&Rs.

3.5.5 Enforcement of Restrictions and Rules. The power to perform such other acts, whether or not expressly authorized by these CC&Rs, as may be reasonably advisable or necessary to enforce any of the provisions of these CC&Rs or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Valley County Recorder, as more fully provided herein.

3.6 Personal Liability. No member of the Board, or member of any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association or the Architectural Committee, or any other committee, or any Member of the Association, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

3.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

3.7.1 A pro forma operating statement or budget, for each fiscal year, shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

3.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, however, that such meeting shall occur no later than November 1 each year. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than sixty (60) days, before the meeting. Said Notice shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held in McCall, Idaho, or as close thereto as practical at a reasonable place selected by the Board. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time, not less than ten (10) days nor more than thirty (30) days, from the time the original meeting was scheduled. At any such meeting properly called, the presence of one-third (1/3) of the Members shall constitute a quorum, including Members present by proxy.

#### ARTICLE 4: ASSESSMENTS

4.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay, when due, all

Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of these CC&Rs or other applicable instrument.

4.1.1 Assessment Constitutes Lien. Such Assessments and charges, together with interest, costs and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

4.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property, beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title, unless expressly assumed by them, but shall remain such Owner's personal obligation regardless of whether s/he remains an Owner.

4.2 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board. Provided, however, that Regular Assessments shall not exceed \$25.00 per year unless the need for a greater amount has been appropriately previously noticed and communicated to the Owners at a duly-called meeting (or via any other method allowed by law), and then the approval of the greater amount is given by a majority of the Owners at said meeting at which a quorum is present (or by a majority of the Owners if the vote regarding the greater amount is taken other than at said duly-called meeting).

4.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs (collectively "Expenses").

4.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association.

4.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed as follows:

4.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction

produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Subdivisions.

4.3 Special Assessments.

4.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, the Board shall determine the approximate amount necessary to defray such Expenses and, after the notice and voting procedure outlined in paragraph 4.2 (and after the requisite affirmative vote), levy a Special Assessment which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid, unless directed otherwise by the vote of a majority of the members.

4.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

4.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for the Subdivision.

4.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

4.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on October 1 of each year and terminate September 30<sup>th</sup> of the next year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year.

4.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payments of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within sixty (60) days after the levy thereof. Each installment payment which is delinquent for more than sixty (60) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the

delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by lease or abandonment of such Owner's Building Lot.

4.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of these CC&Rs and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default as to which the signor shall have had no actual knowledge.

4.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot not less than ten (10) days nor more than sixty (60) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast one-third (1/3) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty-one percent (51%) of those present. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

#### ARTICLE 5: ENFORCEMENT OF ASSESSMENT: LIENS

5.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in these CC&Rs and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of these CC&Rs, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 5.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

5.2 Assessment Liens.

5.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against each Building Lot pursuant to these CC&Rs, together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of these CC&Rs shall constitute a lien on each respective Building Lot upon recordation of a claim of lien with the Valley County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien, except for tax liens for real property taxes on any Building Lot and assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

5.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Valley County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such claim), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction or release of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

5.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

5.4 Required Notice. Notwithstanding anything contained in these CC&Rs to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Valley County Recorder.

5.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage, except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 5.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due, whether before, on or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in these CC&Rs.

5.6 Rights of Mortgagees. Notwithstanding any other provision of these CC&Rs, no amendment of these CC&Rs shall operate to defeat the rights of the beneficiary under any deed of trust upon a Building Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust, such Building Lot shall remain subject to these CC&Rs, as amended.

#### ARTICLE 6: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

6.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Members, the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association, or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member, at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

6.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

- 6.2.1 notice to be given to the custodians of the records by the persons desiring to make the inspection;
- 6.2.2 hours and days of the week when such an inspection may be made; and
- 6.2.3 payment of the cost of reproducing copies of documents requested pursuant to this Article 6.

6.3 Director's Rights of Inspection. Every director shall have the absolute right, at any reasonable time, to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

## ARTICLE 7: ARCHITECTURAL COMMITTEE

7.1 Creation. Within thirty (30) days of the date on which these CC&Rs are recorded, the Board shall appoint three (3) individuals who are also Owners to serve on the Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. Members of the Architectural Committee must be Owners. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

7.2 The Board's Right of Appointment. The Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint an acting member to serve for a specified temporary period not to exceed three (3) years.

7.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval, pursuant to these CC&Rs, and perform such other duties as, from time to time, shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with these CC&Rs, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire engineers, architects, and/ or other professionals licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the habitat or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

7.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

7.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring professionals licensed by the State of Idaho, as provided above, or



for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

7.3.2.1 Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures, such as animal enclosures, as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

7.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

7.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article 7 shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the applicant within thirty (30) days after the date of filing said materials with the Architectural Committee.

7.4 Meetings of the Architectural Committee. The Architectural Committee shall meet, from time to time, as necessary to perform its duties hereunder. The Architectural Committee may, from time to time, by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 7.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

7.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

7.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

7.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

7.7.1 Upon the completion of any work for which approved plans are required under this Article 7, the Owner shall give written notice of completion to the Architectural Committee.

7.7.2 Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

7.7.3. If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as may be provided by law, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling, unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement, pursuant to these CC&Rs.

7.7.4. If, for any reason, the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

7.8 Non-Liability of Architectural Committee Members. Neither the Board nor any member thereof, nor its duly authorized Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to any Association, or to any Owner or grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve

or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design, from the standpoint of structural safety or conformance with building or other codes.

7.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of these CC&Rs, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Valley County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in these CC&Rs shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these CC&Rs for any purpose, except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including, but not limited to, zoning ordinances or requirements imposed by any governmental or municipal authority.

## ARTICLE 8: MISCELLANEOUS

8.1 Term. The covenants, conditions, restrictions and equitable servitudes of these CC&Rs shall run until December 31, 2034, unless amended as herein provided. After such date, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least sixty-seven percent (67%) of the voting power of the Association and such written instrument is recorded with the Valley County Recorder.

### 8.2 Amendment.

8.2.1 By Owners. Except where a greater percentage is required by express provision in these CC&Rs, other than this Article 8, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than sixty-seven percent (67%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Valley County Recorder. Any amendment to this Article 8 shall require the vote or written consent of Members holding ninety percent (90%) of the voting power of the Association.

8.2.2 Effect of Amendment. Any amendment of these CC&Rs approved in the manner specified above shall be binding on and effective as to all Owners and

their respective properties, notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

8.3 Mortgage Protection. Notwithstanding any other provision of these CC&Rs, no amendment of these CC&Rs shall operate to defeat or render invalid the rights of a mortgagee or the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after foreclosure of any such mortgage or first deed of trust, such Building Lot shall remain subject to these CC&Rs, as amended.

8.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered, either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person, if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

8.5 Enforcement and Non-Waiver.

8.5.1 Right of Enforcement. Except as otherwise provided herein, the Association and/or any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

8.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in the Association or any Owner of Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only the Association, the Board or a duly authorized agent of any of them may enforce, by self-help, any of the provisions hereof, and then only if such self-help is preceded by reasonable notice to the Owner.

8.5.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of these CC&Rs and subject to any or all of the enforcement procedures set forth in these CC&Rs and any or all enforcement procedures in law and equity.

8.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

8.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision at any time.

8.6 Interpretation. The provisions of these CC&Rs shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property. These CC&Rs shall be construed and governed under the laws of the State of Idaho.

8.6.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in these CC&Rs.

8.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 8.6.1, each of the provisions of these CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

8.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural shall include the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

8.6.4 Captions. All captions and titles used in these CC&Rs are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

8.7 Successors and Assigns. All references herein to Owners, any Association or person shall be construed to include all successors, assigns, partners, representatives and authorized agents of such Owners, Association or person.

8.8 Wetlands. Portions of certain lots have been designated as wetlands. The Owners of said lots will abide by all applicable governmental statutes, regulations and rules regarding wetlands. Additionally, the Owners of said lots will keep said wetlands and irrigation ditches and creeks fenced from large animals for a livestock exclusion zone; provided, however, that reasonable stock water corridors may be created and fenced.

*[Signature Page Follows]*

ATTEST:

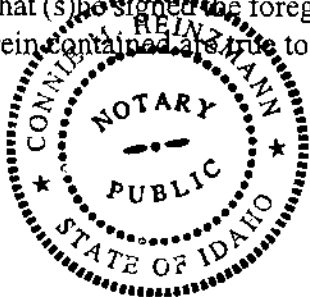
Scott McDaniel and Marcia Kirk, the President and the Secretary, respectively, of Carefree Subdivisions 5 and 6 Homeowners' Association, an Idaho non-profit corporation, hereby attest that the foregoing Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6 were duly approved and adopted by the foregoing Subdivision Nos. 5 and 6 lot owners and members of the Association.

Scott McDaniel  
Scott McDaniel, President

Marcia Kirk, Secy  
Marcia Kirk, Secretary

STATE OF IDAHO            )  
  : ss.  
County of Valley            )

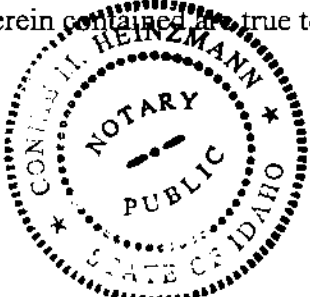
The undersigned a notary public, does certify that on this 24<sup>th</sup> day of April, 2006, personally appeared before me Scott McDaniel, who, being by me first duly sworn, declared that (s)he is the President of the Carefree Subdivisions 5 and 6 Homeowners' Association, Inc., that (s)he signed the foregoing document as President of the corporation, and that the statements therein contained are true to the best of his/her knowledge and belief.



Connie M. Heinzmann  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: 5/16/2010

STATE OF IDAHO            )  
  : ss.  
County of Valley            )

The undersigned a notary public, does certify that on this 24<sup>th</sup> day of April, 2006, personally appeared before me Marcia Kirk, who, being by me first duly sworn, declared that (s)he is the Secretary of the Carefree Subdivision 5 and 6 Homeowners' Association, Inc., that (s)he signed the foregoing document as Secretary of the corporation, and that the statements therein contained are true to the best of his/her knowledge and belief.



Connie M. Heinzmann  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: 5/16/2010

*Page 5*

SIGNATURE

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*Leslie J. Bosen*  
*Bryan E. Bosen*  
*OK*

LESLIE J. BOSEN  
BRYAN E. BOSEN

SEC 5 # <sup>73</sup> ~~75~~

Carefree 5

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

SIGNATURE

PRINT NAME

LOT #

John L. Hanks

JOHN L. HANKS

74 & 75

Terri M. Hanks

Terri M. Hanks

74 & 75

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Carefree >

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

**SIGNATURE**

**PRINT NAME**

**LOT #**

Bonnie Thompson

Bonnie Thompson

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Carefree's

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

**SIGNATURE**

**PRINT NAME**

**LOT #**

Scott McDaniel

Scott McDaniel

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Carefree 5

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

**SIGNATURE**

**PRINT NAME**

**LOT #**

Cindy Slyh-Curtis

Cindy Slyh-Curtis

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Concept 5

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LOT #

Benjamin Cabell

BENJAMIN CABELL

83 Nov. 14, 2005

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Carefree 5

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

SIGNATURE

PRINT NAME

LOT #

*S. Mill*

STEVEN J. MILLEMAN

LOT 84, # 5

*Inge A. Milleman*

INGE A. MILLEMAN

LOT 84, # 5

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SIGNATURE	PRINT NAME	LOT #
<u>Brian L. McMahon</u>	<u>Brian L. McMahon</u>	<u>85</u>
<u>Carrie L. McMahon</u>	<u>Carrie L. McMahon</u>	<u>85</u>

Carefree 5 # 88

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

**SIGNATURE**

**PRINT NAME**

**LOT #**

*Ann Giberson*

Ann Giberson

88997

*Gary Giberson*

Gary Giberson

88997

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Carefree 5

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**SIGNATURE**

**PRINT NAME**

**LOT #**



Bohdan Polny

89,90,91

Gina Polny

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Carefree 5

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

**SIGNATURE**

**PRINT NAME**

**LOT #**

Gordon Ecker

Gordon Ecker

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Worksheet 5

SIGNATURE

PRINT NAME

LOT #



Ed Rimbault

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Camp 5

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SIGNATURE

PRINT NAME

LOT #

Robert J. Kirk

Robert J. Kirk

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Carefree 5

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

SIGNATURE

PRINT NAME

LOT #

Robert W. Kustra

Robert W. Kustra

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Carefree 6

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

SIGNATURE	PRINT NAME	LOT #
	Erin Sinclair	99
	Chris Sinclair	99

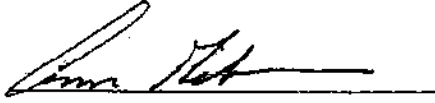
Carefree 6 #97

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

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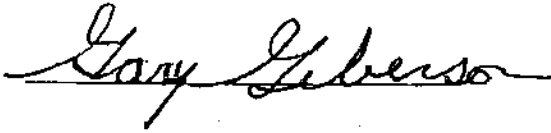
PRINT NAME

LOT #



Ann Giberson

88 + (97)



Gary Giberson

88 + (97)

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Amended

SIGNATURE

PRINT NAME

LOT #

*[Handwritten signature]*

Jodi L Frederick

Box 100

*[Handwritten signature]*

JERRY S. FREDERICK

Box 100

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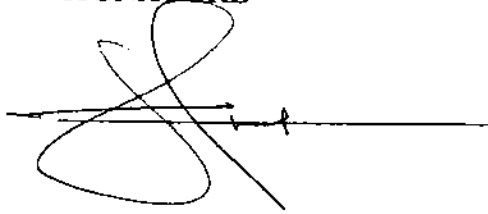
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*Carroll b*

SIGNATURE

PRINT NAME

LOT #

A handwritten signature in black ink, consisting of a large, stylized loop followed by a vertical stroke and a horizontal stroke.

EVON TRUEX

101

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Carefree 4

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

**SIGNATURE**

**PRINT NAME**

**LOT #**

*Larry Lovitt*

Larry Lovitt

#102

*Christine Lovitt*

Christine Lovitt

#102

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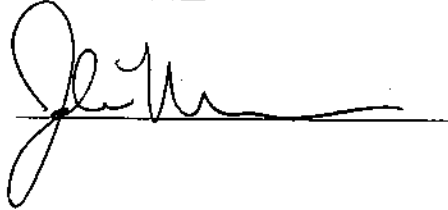
Unit 4

IN WITNESS WHEREOF, the undersigned Owners of the lots in Carefree Subdivision Nos. 5 and 6 and the undersigned Members of Carefree Subdivisions Nos. 5 and 6 Homeowners' Association, Inc., have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision Nos. 5 and 6, effective as of the date first set forth above.

**SIGNATURE**

**PRINT NAME**

**LOT #**



John D. McKean

105

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complete

SIGNATURE

PRINT NAME

LOT #

[Handwritten Signature]

Dan Place

107

Kathleen Place

Kathleen Place

107

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DECLARATION OF PROTECTIVE COVENANTS

CAREFREE SUBDIVISION NO. 5

Valley County, Idaho

KNOW ALL PEOPLE BY THESE PRESENTS:

A. Application.

1. Establishment and Enforcement. The undersigned, Arthur Johnson, a bachelor, John P. Joyce and Martha C. Joyce, husband and wife, Robert A. Ain and Diantha Ain, husband and wife, Bruce M. Stathearn, a married man dealing with his sole and separate property, Duane A. Whitefoot and W. Jean Whitefoot, husband and wife, Jerry D. Whitefoot and Agnes L. Whitefoot, husband and wife, the Leming Family Trust, and Ken Dean and Sheri Dean, husband and wife, hereinafter called Declarants, to carry out the purposes herein recited, hereby declare that the real property situated in Valley County, Idaho, hereinafter described, all of which is owned by Declarants and collectively referred to herein as "tract" shall be subject to the protective covenants hereinafter set forth which are established as a plan for the general and uniform improvement of said tract and for the mutual benefit of Declarants and all of their successors in ownership of any portion of said tract, and as amended from time to time as hereinafter provided, are hereby declared to run with the land and to bind the Declarants and all persons claiming under them until terminated. To this end these covenants shall be specifically enforceable by Declarants, by the association hereinafter described, the executive committee to be established thereby and/or by those successors to and assigns of Declarants who directly or through mesne conveyances become and at the time remain the owners of any lot in or part of the said tract.

2. Description of Tract. The premises owned by Declarants and to which these covenants apply are more particularly described as follows, to wit:

All Lots in the Carefree Subdivision No. 5, according to the official plat thereof on file and of record in the office of the Recorder of Valley County, Idaho, and any other land the Declarants shall specifically make subject hereto at any subsequent time.

3. Delineation of the Dominant and Servient Tenements. Said tract as a whole is hereby declared to constitute the dominant tenement for the benefit of every lot in which and every part of which these covenants are created, and each lot in said tract is hereby declared also to be the servient tenement hereby made subject to these restrictions as a mutual equitable servitude of each for the benefit of the others. Each person who accepts ownership of any interest in any lot subject to these covenants

thereby irrevocably indicates his consent to assume all of the risks and perform all of the obligations herein imposed on the owner of a servient tenement.

4. Definitions. (a) A "lot" is any parcel designated as such on a recorded map of any part of said tract.

(b) "Owner" means one or more persons owning title to a lot of record, unless the lot is then being sold under an executory contract of sale, in which latter case the contract buyer is meant, but not in any case the holder of a mortgage or other security interest, easement, lien, encumbrance, or leasehold.

B. The Homeowners Association.

1. Creation. After Declarants have transferred of record twenty or more lots to others, or within two years whichever shall first occur, they shall assist such owners to form a homeowners non-profit mutual protective association to enforce these protective covenants and to otherwise act to further the common interests of the owners of lots in said tract in the place or declarants.

2. Authority. Wherever Declarants are empowered by any provision hereof to take or approve any action or enforce any provision hereof, the said association is hereby given the authority from and after its organization to act or enforce each of these covenants in the place of Declarants, as well as the other authority herein set forth.

3. Name. The association shall be given a name by its members.

4. Annual Meeting.

(a) Time, Place and Purpose. The members of the owners association shall meet annually at such place on or near the tract as the executive committee hereafter referred to shall fix in a notice mailed with the ballots referred to below. The meeting shall be at 2:00 P.M. on the first Sunday of July of each year. At each meeting the membership shall conduct such association business as the executive committee or any 10 lot owners may bring before those assembled.

(b) Quorum. Ten owners, or a majority of all owners, whichever is less, shall constitute a quorum at the annual meeting.

(c) Membership Decisions. The executive committee shall carry out decisions of the membership made at the annual meetings, and shall have no authority to overrule them.

5. Executive Committee. (a) Creation. This owners association shall act, and carry out such policies as are

established by its membership at annual meetings, through an executive committee of three persons (herein called the executive committee), which may act by majority vote.

(b) Election. The members of this committee shall be selected annually by plurality vote of the members of the lot owners association, including Declarants while they continue to own any lot, each of which members shall have one vote for each lot owned by him. Votes shall be cast by lot owners by ballot mailed or delivered to each of them by the elected secretary of the association before June of each year at the address of each as it is shown on the books of the association. To be counted, a ballot must be returned to such secretary before July 1 of such year. The tally shall be made at the annual meeting by clerks chosen by the membership.

(c) Officers. The executive committee shall select its own chairman and secretary.

(d) Rule Making Power. The executive committee may develop and those present at any annual meeting may adopt such procedures governing the selection and conduct of the executive committee, and such amendment to, and rules governing the modification, construction, application, and enforcement of the protective covenants herein set forth, as shall have been proposed in writing mailed to members with notice of meeting and adopted by a majority of those present.

(e) The executive committee is hereby authorized to levy an assessment on each lot in proportion to its assessed value for county tax purposes to cover the annual operating expenses and assessments as the owners association shall approve from time to time.

(f) The association may also levy assessments on those whom the executive committee finds have violated any of these protective covenants in such sum as the executive committee shall find is reasonable together with such sums as maybe needed to cover the costs incurred by the association in enforcing compliance with such protective covenants by policing, hearings, and court actions as required. Any assessments referred to in this series of protective covenants shall constitute a lien on the lot owned by any persons from the date the executive committee records a notice of lien with the Valley County Recorder until it is paid and thereby discharged. The assessments hereinabove referred to, are hereby declared to be among the obligations to which every owner expresses his consent, by acquiring an interest in the tract.

(g) The executive committee shall also consider and act upon any and all proposals or plans and specifications submitted for its approval for landscaping and construction and perform such other duties as from time to time shall be assigned to it by the association, including the inspection of construction in progress to assure its conformance with the plans approved by the executive



committee. The executive committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the landscaping, construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surroundings or the subdivision as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The executive committee may condition its approval of proposals or plans and specifications or such changes therein as it deems appropriate and may require submission of plans for approval, or plot plans with all planned improvements for approval, or additional factors which it will take into consideration in reviewing submissions, including construction schedules. The executive committee may require detail in plans, elevation drawings and descriptions or samples of exterior material and colors as hereinafter set forth. Until receipt by the executive committee of any required plans and specifications, the executive committee may post one review of any plan submitted for approval.

The executive committee shall meet from time to time as necessary to perform its duties hereunder. The approval of the executive committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the executive committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

### C. The Protective Covenants.

The following are the protective covenants hereinabove referred to:

1. Residential Use. No lot shall be used for other than residential purposes. Permissible residential use includes the construction and occupation of not more than one single-family residence on any one lot, by not more than one family, all of whose members shall be related to one another by blood or marriage, plus such of its servants and guests as may reside with it temporarily.

No commercial activity of any kind shall be permitted on any lot.

Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two weeks duration nor more than 30 days each calendar year, except with special permission of the executive committee.

2. Structures and Landscaping. A residence shall contain a minimum of 1,600 square feet of living space and all construction must be of good quality and done in a good workman-like manner. Structure shall include the alteration, construction, or installation of any building, fence, antenna, flag pole, patio,

retaining wall, dam, windmill or similar object.

Landscaping shall include any alteration of the natural surface of the land including the removal or addition of any plant, tree, or shrubs, with the exception of normal lot clean-up and maintenance. The cutting of any live trees more than four (4) inches in diameter 30 inches above the ground shall require the prior approval of the executive committee. It is further provided that after construction of the residence, the lot owner is required to plant two trees per acre owned. These trees are to be conducive to this particular area and climate.

All landscaping, exterior structure surfaces, dimensions, and locations on lots shall be approved by the Declarants or executive committee, when established, prior to commencement of any work thereon. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the subdivision.

Each lot owner is required to maintain their lot in its natural state or plant lawns or pasture or a combination thereof.

No exterior surfaces of any structure other than trim shall be painted. No reflective roofing material may be exposed on any lot. All exterior walls of any structure shall be of natural materials such as wood, stained wood, rock or brick. Prior to construction samples of such materials must be approved by the Declarants or the executive committee, when established.

To a reasonable extent, no structure shall block another owner's view of any object of natural beauty such as a creek or mountain.

No trailer, basement, tent, shack, garage, barn, motor home, mobile home or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence except during construction as hereinafter set forth in Section 7 hereof. The architecture of the outbuildings shall conform with the architecture of the residence on the lot.

3. Set Back Lines. No structure or any part thereof shall be located upon any lot nearer than 50 feet to the front lot line nor nearer than 50 feet to any side street line. No structure shall be located nearer than 25 feet to any interior lot line. No structure or any part thereof shall be located on any interior lot nearer than 25 feet to the rear lot line.

4. Surface Water. Wetlands as delineated on the final plat of Carefree Subdivision No. 5 are regulated by the United States Army Corp of Engineers. Wetlands and irrigation ditches and creeks are to be fenced from large animals for a livestock exclusion zone. The exclusion zone may be subject to limited grazing.

A twelve foot gate is required on all fences that cross irrigation canals at a place of convenience for the irrigation district. No grass clippings or other debris are permitted in the irrigation ditches.

Lot owners have the right to fence stock water corridors 30 feet in width.

5. Easements and Lot Subdivision. Easements to lay or caused to be laid, water and sewer pipes and mains and conduits and any and all other utility lines, on, under, through and across a strip of land ten feet in width parallel to and along the full length of the interior boundary lines of said tract are hereby reserved to Declarants, their successors and assigns.

All easements as shown on the plat of such tract for irrigation ditches and/or utilities are perpetually reserved for such uses.

No lot may be further subdivided.

6. Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in such tract other than dogs, cats or other household pets may be kept, provided that the same are not kept, bred or maintained for commercial purposes. No more than two adult dogs will be allowed per lot. Provided, further, that the same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof.

Provided, further, one horse, cow or steer may be kept and maintained on such lot for each full acre thereof, together with such poultry as may be allowed by the executive committee, but no more than a total of four large animals may be kept on any lot.

7. Nuisances. (a) Discharge of firearms is strictly prohibited and no one shall perform in said tract any activity which is noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over any part of said tract, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances. This includes but is not limited to the operation of All Terrain Vehicles, snow machines, musical instruments, etc. Whether violation of this sub-paragraph has occurred shall be determined by Declarants or the associations' executive committee.

(b) All lots are to be maintained in a neat and tidy fashion and no debris, refuse, garbage, or junk shall be deposited or left upon any lot at any time. No building materials shall be deposited or left upon any lot except in orderly and sightly piles and then only for a reasonable period of time during the construction of any structure. A reasonable construction time shall not exceed a consecutive eighteen month period of time from the date that any excavation or construction commences or any building materials are placed on the lot.

(c) No vehicle, boat, camper, trailer, machine, motor cycle, snow machine, nor machinery of any kind, except that being used in connection with construction on such lot shall be stored on any lot except screened from view of neighbors and public roads. The Declarants or the associations' executive committee may require lot owners to provide outbuildings for screenage as set forth in Section C-2.

(d) The burning of wood, oil or gas for heating or cooking purposes, or of wood or leaves for clean-up purposes, shall not violate this covenant. Permits from Southern Idaho Timber Protective Association or an appropriate governmental agency shall be required for controlled and attended fires required for cleaning or maintaining of land.

(e) All lot owners shall conform to the county ordinances and State laws relating to noxious weed control and if they fail to do so the Declarants or executive committee shall have the right to come on the property and do what is necessary to make the property conform to such laws and ordinances at the lot owners expense.

(f) All lot owners are responsible for dust abatement on the gravel roads in the subdivision. If a dust palliative is used, it shall be Environmental Protection Agency approved and the cost born by the property owners. Dust abatement is not the responsibility of the Valley County High Department.

8. Signs. No sign of any kind containing more than 2 1/2 square feet shall be displayed to the public view on any lot.

9. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. Fences. No fence, wall or hedge higher than four feet



six inches shall be erected or maintained on said lots or thereof, save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained, a fence, wall or hedge of not to exceed six feet in height may be erected and maintained around any lot, or portion thereof. Provided, however, this sub-section is subject to the limitations set forth in Section 9 above and further is subject to approval of the Declarants or executive committee when established.

All fences constructed along county roads are to be constructed with similar material and dimensions as the fencing established by the Declarants at the entrance to the subdivision on Pearson Lane. Fences are the property of the lot owner and are to be maintained in accordance to local practices and Section C-2 above.

(d) Enforcement. These protective covenants may be enforced by any persons or entities entitled to enforce these covenants as set forth in Article A hereof, through action for injunction and/or damages (including attorney's fees to be fixed by the Court).

(e) Amendments. These covenants may be amended or terminated or parts thereof may be added or deleted, from time to time by the then owners of at least 2/3 of the lots in said tract, by a writing which they execute and cause to be recorded in the office of the County Recorder of Valley County, Idaho.

(f) Severability and Interpretation. Invalidation of any part of this declaration shall not affect any other part hereof.

Examples shall be for illustrative purposes and are not limiting in any way the overall desire to enhance the value, attractiveness, and desirability of the tract. Where applicable the plural and singular are interchangeable as are the masculine and feminine.

(d) Release of Sanitary Restrictions. The following described lots are subject to the sanitary restrictions imposed by Section 50-1326, Idaho code, to wit:

Lots 79, 80, 81, 82, 85, 86, 88, 89, 90, 91, 92, 93, 94, 95, which sanitary restrictions must be satisfied by the filing of a duly acknowledged certificate of approval issued by the director of the department of health and welfare prior to a sale of such lots by declarants.

WITNESS WHEREOF, the Declarants have hereunto set their hands to this instrument.

August 31, 1992  
Date

Arthur Johnson  
Arthur Johnson

John P. Joyce  
John P. Joyce

Martha C. Joyce  
Martha C. Joyce

Robert A. Ain  
Robert A. Ain

Diantha P. Ain  
Diantha P. Ain

Bruce M. Stathearn  
Bruce M. Stathearn

Duane A. Whitefoot  
Duane A. Whitefoot

W. Jean Whitefoot  
W. Jean Whitefoot

Jerry D. Whitefoot  
Jerry D. Whitefoot

Agnes L. Whitefoot  
Agnes L. Whitefoot

Leming Family Trust  
Leming Family Trust

by Douglas A. Leming, Trustee  
Douglas A. Leming, Trustee

by Cynthia A. Leming, Trustee  
Cynthia A. Leming, Trustee

Ken Dean  
Ken Dean

Sheri Dean  
Sheri Dean

Bruce M. Stathearn  
Bruce M. Stathearn

By [Signature]  
Attorney in Fact

Duane A. Whitefoot  
Duane A. Whitefoot

By [Signature]  
Attorney in Fact

W. Jean Whitefoot  
W. Jean Whitefoot

By [Signature]  
Attorney in Fact

Jerry D. Whitefoot  
Jerry D. Whitefoot

By [Signature]  
Attorney in Fact

Agnes L. Whitefoot  
Agnes L. Whitefoot

By [Signature]  
Attorney in Fact

Leming Family Trust  
Leming Family Trust

Douglas A. Leming, Trustee  
Douglas A. Leming, Trustee

By [Signature]  
Attorney in Fact

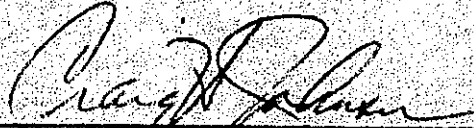
Cynthia A. Leming, Trustee  
Cynthia A. Leming, Trustee

By [Signature]  
Attorney in Fact

STATE OF IDAHO            )  
                                  ) ss.  
County of Valley         )

On this 5<sup>th</sup> day of September, 1992, before me the undersigned  
Notary Public in and for said State, personally appear ARTHUR  
JOHNSON, a single man, 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.



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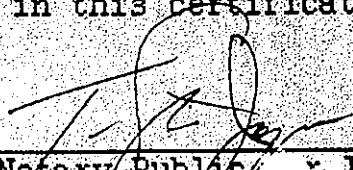
Notary Public for Idaho  
Residing at McCall, Idaho



STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 9<sup>th</sup> day of September, 1992, before me the undersigned Notary Public in and for said State, personally appeared JOHN P. JOYCE and MARTHA C. JOYCE, husband and wife, known to me to be the persons whose names are 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.



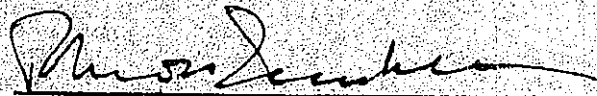
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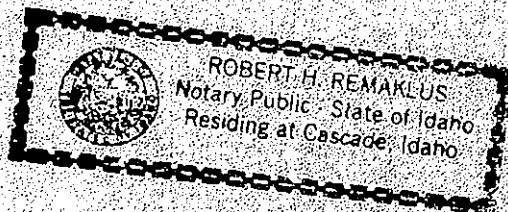
Notary Public Idaho  
Residing at B. Idaho

STATE OF IDAHO            )  
                                  ) ss.  
County of Ada            )

On this 4th day of September, 1992, before me the undersigned Notary Public in and for said State, personally appeared ROBERT A. AIN and DIANTHA P. AIN, husband and wife, known to me to be the persons whose names are 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.

  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Cascade, Idaho



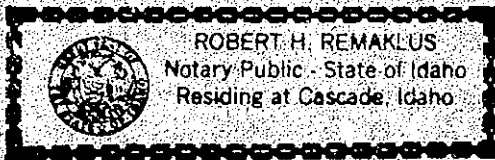
STATE OF IDAHO

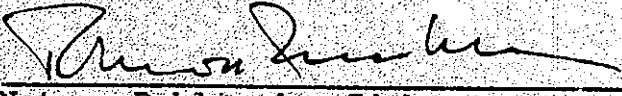
County of Valley

)  
) ss.  
)

On this 4th day of September, 1992, before me the undersigned Notary Public in and for said State, personally appeared ROBERT A. AIN, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of BRUCE M. STRATHEARN, DUANE A. WHITEFOOT, W. JEAN WHITEFOOT, JERRY D. WHITEFOOT, AGNES L. WHITEFOOT, and LEMING FAMILY TRUST, and acknowledged to me that he subscribed the names of said Bruce M. Strathearn, Duane A. Whitefoot, W. Jean Whitefoot, Jerry D. Whitefoot, Agnes L. Whitefoot and the Leming Family Trust thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Cascade, Idaho

STATE OF COLORADO )  
 ) SS.  
County of Routt )

On this 31 day of August, 1992, before me the undersigned Notary Public in and for said State, personally appeared KEN DEAN and SHERI DEAN, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

Charles F. Peckley  
Notary Public for Colorado  
Residing at Steam Boat Springs, Colo  
My Commission Expires

April 23, 1993

190509  
REQUESTED BY: \_\_\_\_\_  
RECORDED  
SEP 14 2 00 PM '92  
TYPE: 2nd  
FEE: 45.00  
BY: [Signature]  
VALLEY





AMENDMENT  
TO  
DECLARATION OF PROTECTIVE COVENANTS  
CAREFREE SUBDIVISION NO. 5  
Valley County, Idaho

The undersigned owners of all lots in Carefree Subdivision No. 5, the official plat of which is on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 190587, do hereby amend the Declaration of Protective Covenants of said Carefree Subdivision No. 5, on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 190589, as follows:

I. That the fifth paragraph of Section C 2 of the Protective Covenants, regarding exterior surfaces, be, and the same is hereby amended to read as follows:

No exterior surfaces of any structure other than trim shall be painted or colored except as hereinafter set forth. No reflective roofing material may be exposed on any lot. All exterior walls of any structure shall be of natural materials such as wood, stained wood, rock or brick, or of good quality simulated wood grain siding with pre-painted or pre-colored surface. Prior to construction samples of such materials must be approved by the Declarants.

II. That item C 10(d) Release of Sanitary Restrictions, appearing on page 8 of such protective covenants, be, and the same is hereby amended to read as follows:

(g) Release of Sanitary Restrictions. The following described lots are subject to the sanitary restrictions imposed by Section 50-1326, Idaho Code, to-wit:

79, 80, 81, 82, 85, 86, 88, 89, 90, 91, 92, 93, 94 & 95,

which sanitary restrictions must be satisfied by the filing of a duly acknowledged certificate of approval issued by the director of the department of health and welfare before any owner shall construct any building or shelter on said premises which necessitates the supplying of sewage facilities for persons using such premises.

In all other respects said Declaration of Protective Covenants are confirmed, ratified and approved and shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 27<sup>th</sup> day of October, 1992.

  
\_\_\_\_\_  
Arthur Johnson

John P. Joyce  
John P. Joyce

Martha C. Joyce  
Martha C. Joyce

Robert A. Ain  
Robert A. Ain

Ken Dean  
Ken Dean

Sheri Dean  
Sheri Dean

Diantha P. Ain  
Diantha P. Ain

By Bruce M. Stathearn  
Attorney in Fact

Bruce M. Stathearn  
Bruce M. Stathearn

By Duane L. Whitefoot  
Attorney in Fact

Duane L. Whitefoot  
Duane L. Whitefoot

Jean Whitefoot  
w. Jean Whitefoot

By Jerry E. Whitefoot  
Attorney in Fact

Jerry E. Whitefoot  
Jerry E. Whitefoot

By Agnes L. Whitefoot  
Attorney in Fact

Agnes L. Whitefoot  
Agnes L. Whitefoot

By Leming Family Trust  
Attorney in Fact

Leming Family Trust

Douglas A. Leming  
Douglas A. Leming, Trustee

By [Signature]  
Attorney in Fact

Cynthia A. Leming  
Cynthia A. Leming, Trustee

By [Signature]  
Attorney in Fact



*IDAH0*  
STATE OF COLORADO )  
                  *Valley* ) ss.  
County of Reutt )

On this 3<sup>rd</sup> day of October, 1992, before me the undersigned Notary Public in and for said State, personally appeared KEN DEAN and SHERI DEAN, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.



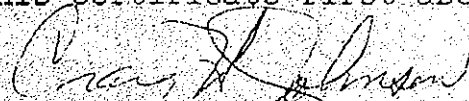
Notary Public for Colorado *IDAH0*  
Residing at Steam Boat Springs, Colo.

*McCall IDAH0*  
*4-96*

*IDAH0*  
STATE OF CALIFORNIA )  
                  *Valley* ) ss.  
County of ~~Yuba~~ )

On this 26<sup>th</sup> day of October, 1992, before me the undersigned Notary Public in and for said State, personally appeared ROBERT A. AIN, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of DIANTHA P. AIN, BRUCE M. STRATHEARN, DUANE A. WHITEFOOT, W. JEAN WHITEFOOT, JERRY D. WHITEFOOT, AGNES L. WHITEFOOT and LEMING FAMILY TRUST, and acknowledged to me that he subscribed the names of said Diantha P. Ain, Bruce M. Strathearn, Duane A. Whitefoot, W. Jean Whitefoot, Jerry D. Whitefoot, Agnes L. Whitefoot and the Leming Family Trust thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for California  
Residing at ~~Sierra Valley~~, California

*McCall IDAH0*  
*18, 92*  
*1992*  
*10/26/92*

199261

*Buck Remondino*

STATE OF IDAHO )  
County of Valley ) ss.

On this 27<sup>th</sup> day of October, 1992, before me the undersigned Notary Public in and for said State, personally appeared ARTHUR JOHNSON, a single man, 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.

*Craig H. Johnson*

Notary Public for Idaho  
Residing at McCall, Idaho

STATE OF IDAHO )  
County of Ada ) ss.

On this 12<sup>th</sup> day of ~~October~~ <sup>November</sup>, 1992, before me the undersigned Notary Public in and for said State, personally appeared JOHN P. JOYCE and MARTHA C. JOYCE, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

*Cecelia Hopmann*

Notary Public for Idaho  
Residing at Boise, Idaho  
Comm. Exp. 5/8/98

IDAHO  
STATE OF CALIFORNIA )  
County of ~~Valley~~ <sup>Valley</sup> ) ss.  
County of Ventura )

On this 26<sup>th</sup> day of October, 1992, before me the undersigned Notary Public in and for said State, personally appeared ROBERT A. AIN, 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.

*Craig H. Johnson*

Notary Public for California  
Residing at ~~Simi Valley~~, California  
McCall, IDAHO



**Instrument.# 291885**

VALLEY COUNTY, CASCADE, IDAHO

2005-01-26 11:50:44 No. of Pages: 24

Recorded for : CAREFREE SUB

LELAND G. HEINRICH

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT

Fee: 72.00

**AMENDED AND RESTATED**

**COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**CAREFREE SUBDIVISION NO. 2**

The undersigned, representing at least two-thirds (2/3rds) of the Owners in CAREFREE SUBDIVISION NO. 2, hereby approve, adopt and ratify these Amended and Restated Covenants, Conditions and Restrictions ("CC&Rs"), effective the \_\_\_ day of \_\_\_\_\_, 2004, and hereby agree as follows:

ARTICLE 1: DEFINITIONS

1.1 "Architectural Committee" shall mean the committee created by the Board or the Association pursuant to Article \_\_\_ hereof.

1.2 "Articles" shall mean the Articles of Incorporation of the Association.

1.3 "Assessments" shall mean those payments required of Owners and Association Members, including Regular, Special and Limited Assessments of the Association, as further defined in these CC&Rs.

1.4 "Association" shall mean the Idaho non-profit corporation, and its successors and assigns, established by the Board to exercise the powers and to carry out the duties set forth in these CC&Rs or any Supplemental CC&Rs. The Board shall have the power, in its discretion, to name the Association "CAREFREE SUBDIVISION NO. 2 HOMEOWNERS' ASSOCIATION" or any similar name which fairly reflects its purpose.

1.5 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the 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 the business of the Association.

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

1.7 "Building Lot" shall mean and refer to any plot of land, as specified or shown on any Recorded Plat of the Property, upon which Improvements may be constructed.

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

AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS – 1

W:\99\99-037\CC&R\_Amd.wpd

October 29, 2004 (4:50PM)

1.9 “CC&Rs” shall mean these Amended and Restated Covenants, Conditions and Restrictions, as they may be amended from time to time.

1.10 “Carefree Subdivision No. 2” shall mean the Property.

1.11 “Design Guidelines” shall mean the construction guidelines approved by the Architectural Committee.

1.12 “Improvement” shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including, but not limited to, buildings, fences, drives, driveways, sidewalks, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways and fixtures of any kind whatsoever.

1.13 “Limited Assessment” shall mean a charge against a particular Owner and such Owner’s Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of these CC&Rs or any Supplemental CC&Rs, including interest thereon, as provided in these CC&Rs or Supplemental CC&Rs.

1.14 “Member” shall mean each person or entity holding a membership in the Association.

1.15 “Owner” shall mean the person or other legal entity holding fee simple interest of record to a Building Lot which is a part of the Property and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

1.16 “Person” shall mean any individual, partnership, corporation or other legal entity.

1.17 “Plat” shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Valley County, Idaho, as the same may be amended by duly recorded amendments thereof.

1.18 “Property” shall mean the real property, including each lot, parcel and portion thereof and interest therein, located in Carefree Subdivision No. 2, according to the official plat thereon on file and of record in the office of the Recorder of Valley County.

1.19 “Regular Assessment” shall mean the costs of the Association which are levied against the Property of and paid by each Owner to the Association, pursuant to the terms of these CC&Rs or Supplemental CC&Rs.

1.20 “Special Assessment” shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements, or shortages in Regular Assessments which are

authorized and to be paid by each Owner to the Association, pursuant to the provisions of these CC&Rs or Supplemental CC&Rs.

1.21 "Supplemental CC&Rs" shall mean any Supplemental CC&Rs, including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

## ARTICLE 2: GENERAL AND SPECIFIC RESTRICTIONS

2.1 Residential Use. No lot shall be used for other than residential purposes. Permissible residential use includes the construction and occupation of not more than one (1) single family residence on any one (1) lot, by not more than one (1) family, all of whose members shall be related to one another by blood or marriage, plus such of its servants and guests as may reside with it temporarily.

2.1.1 No manufacturing, industrial, business, commercial, institutional or other non-residential activity of any kind shall be permitted on any lot, except for home offices with no outward appearances of a business at the residence.

2.1.2 Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two (2) weeks duration nor more than thirty (30) days each calendar year.

2.2 Structures and Landscaping. Each residence shall contain a minimum of One Thousand Six Hundred (1,600) square feet of living space, exclusive of garage, Two Thousand (2,000) square feet minimum if it is a two-story building, with a minimum of One Thousand Two Hundred (1,200) square feet on the main floor. Each residence shall have a minimum two-car garage, separate or attached. Structures shall include the alteration, construction, or installation of any building, fence, antenna, flagpole, patio, retaining wall, dam, or similar object. All construction must be of good quality and be performed in a good and workmanlike manner. No manufactured, relocated (move-on) or mobile homes shall be permitted.

2.2.1 All exterior walls of any structures shall be of natural or natural appearing material such as wood, stained wood, rock or brick, or fibered cement siding, and, if painted or stained, shall be of earth tone colors, except only barns, which may be painted a traditional red color. No galvanized or reflective roofing material may be exposed on any lot. Prior to construction, building materials and exterior colors must be approved by the Architectural Committee.

2.2.2 Landscaping shall include any alteration of the natural surface of the land, including the removal or addition of any plant, tree, or shrub, with the exception of normal lot clean-up and maintenance. All landscaping, exterior structure surfaces, dimensions and location of Structure on lot shall be approved by the Architectural

Committee prior to commencement of any work thereon. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the subdivision. To a reasonable extent, no structure shall block another owner's view of any object of natural beauty such as a creek or mountain.

- 2.2.3 Architectural Committee Review. No Improvements which will be visible above ground, or which will ultimately affect the visibility of any above ground Improvement, shall be built, erected, placed or materially altered, including, without limitation, change of exterior colors or materials, unless and until the building plans, specifications and plot plan, or other appropriate plans and specifications, have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, roofing material, physical or aesthetic impacts on other properties, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. These CC&Rs are not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures, except to the extent incidentally necessitated by use, size and height restrictions.
- 2.2.4 Setbacks. No structure or any part thereof shall be located upon any lot nearer than fifty (50) feet to the front lot line nor nearer than fifty (50) feet to any side street line. No structure shall be located nearer than twenty-five (25) feet to any interior lot line. No structure or any part thereof shall be located on any interior lot line nearer than fifty (50) feet to the rear lot line.
- 2.2.5 Accessory Structures. Accessory structures shall be allowed if in conformity with the provisions of these CC&Rs, and as approved by the applicable Architectural Committee.
- 2.2.6 Height. No structure of a height of more than twenty-eight (28) feet shall be constructed on any lot, measuring such structure from its highest roof peak to the highest natural lay of the land immediately adjacent to such structure.
- 2.2.7 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at

points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

2.2.7.1 No tree shall be permitted to remain within such distance of such intersection unless a foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2.2.8 Fences. No fence, wall or hedge higher than four (4) feet shall be erected or maintained on said lots, or any portion thereof except, however, with the prior consent of all adjoining lot owners, a fence, wall or hedge of not to exceed six (6) feet in height may be erected and maintained around any lot, or portion thereof. Provided, however, this sub-section is subject to the limitations set forth in Section 2.2.7, above, and all such fences are subject to approval of the Architectural Committee.

2.3 Signs. No sign of any kind containing more than one and one-half (1 and ½) square feet shall be displayed to the public view on any lot without the approval of the Architectural Committee.

2.4 No Further Subdivision. No building lot may be further subdivided.

2.5 Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, other than dogs, cats or household pets, provided that the same are not kept, bred or maintained for commercial purposes, and further, the same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof. Upon lots containing more than two and one-half (2 ½) acres, one (1) horse, sheep, cow or steer may be kept and maintained on such lot for each full acre thereof.

2.6 Nuisances.

2.6.1 Discharge of firearms is strictly prohibited and no one shall perform on said tract any activity which is noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over any part of said tract, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances.

2.6.2 All lots are to be maintained in a neat and tidy fashion and no debris, refuse, garbage, or junk shall be deposited or left upon any lot at any time, and no odor shall be permitted to rise therefrom so as to render the Property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or to any other property in the vicinity thereof or to its occupants. No



building materials shall be deposited or left upon any lot except in orderly and sightly piles and then only for a reasonable period of time during the construction of any structure. A reasonable construction time shall not exceed a consecutive eighteen (18) month period of time from the date that any excavation or construction commences, or any building materials are placed on a lot.

- 2.6.3 No noise or other nuisance as described in the Valley County Code, or any other applicable code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the property or to its occupants or to other property in the vicinity or to its occupants.
- 2.6.4 No vehicle, boat, camper, trailer, machine, motorcycle, snow machine, liquid petroleum gas (LPG) tanks, or machinery of any kind, except that being used in connection with construction on such lot, shall be stored on any lot except screened from view of neighbors and public roads.
- 2.6.5 The burning of wood, oil or gas for heating or cooking purposes, or of wood or leaves for clean-up purposes, shall not violate this covenant. Outdoor fires are permissible only when existing weather conditions do not present an unreasonable risk of injury or damage to persons or property and when properly contained and attended.

2.7 No Hazardous Activities. No activities shall be conducted on the Property or the improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

2.8 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall, at all times, be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 4 of these CC&Rs. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have

the remedial rights set forth herein if the applicable Association fails to exercise its rights within a reasonable time following written notice by such Owner.

2.9 No Temporary Structures. No house trailer, mobile home, tent (other than for short-term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Nor may any trailer, basement, tent, shack, garage, barn, motor home, mobile home, or other outbuilding be used at any time as a residence temporarily or permanently.

2.10 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee.

2.11 Energy Devices; Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee, except for heat pumps/air conditioning shown in the plans approved by the Architectural Committee. This paragraph shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

2.12 Outdoor Lighting. All exterior lighting shall be designed, located and lamped in order to prevent: (a) over-lighting or excessive lighting; (b) glare; (c) light trespass; and (d) up-lighting or sky glow. All lighting or illumination units shall be hooded or shielded in a downward direction so they do not produce glare or cause light trespass on any adjacent lot or real property.

Lights on a timer and/or sensor activated lights are encouraged as desired for security purposes.

### ARTICLE 3: THE CAREFREE SUBDIVISION NO. 2 HOMEOWNERS ASSOCIATION

3.1 Organization of The Carefree Subdivision No. 2 Homeowners Association. The Carefree Subdivision No. 2 Homeowners Association ("Association") shall be initially organized by the Board as an Idaho nonprofit corporation, under the provisions of the Idaho Code relating to general non-profit corporations, and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and these CC&Rs. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with these CC&Rs or with any Supplemental CC&Rs which the Board might adopt pertaining to the Subdivision.

3.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner shall have more than one (1) membership in the Association. Memberships in the Association shall be appurtenant to the Tract, Building Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way, except upon the transfer of Owner's title, and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

3.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have one class of Members.

3.3.1 Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote, to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the new Owner, subject to any assignment of the right to vote to a lessee, mortgagee or beneficiary as provided herein.

3.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such Officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of Directors shall be elected in accordance with the provisions set forth in the Association Bylaws.

3.5 Powers and Duties of the Association.

3.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and these CC&Rs. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under these CC&Rs and the

Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

- 3.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of these CC&Rs.
- 3.5.1.2 Right of Enforcement. The power and authority, from time to time, in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these CC&Rs or the Articles or the Bylaws, including the Association Rules adopted pursuant to these CC&Rs, and to enforce, by injunction or otherwise, all provisions hereof.
- 3.5.1.3 Delegation of Powers. The authority to delegate its powers and duties to committees, officers, employees or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.
- 3.5.1.4 Association Rules. The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Association deems reasonable. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of these CC&Rs. In the event of any conflict between such Association Rules and any other provisions of these CC&Rs, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of these CC&Rs, the Articles or the Bylaws to the extent of any such inconsistency.
- 3.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property

or, when necessary, in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

- 3.5.2 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect any insurance policy the Board deems necessary or advisable.
- 3.5.3 Rule Making. Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.
- 3.5.4 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of these CC&Rs.
- 3.5.5 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by these CC&Rs, as may be reasonably advisable or necessary to enforce any of the provisions of these CC&Rs or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Valley County Recorder, as more fully provided herein.

3.6 Personal Liability. No member of the Board, or member of any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association or the Architectural Committee, or any other committee, or any Owner of the Association, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

3.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

- 3.7.1 A pro forma operating statement or budget, for each fiscal year, shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

3.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, however, that such meeting shall occur no later than November 1 each year. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than sixty (60) days, before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time, not less than ten (10) days nor more than thirty (30) days, from the time the original meeting was scheduled. At any such meeting properly called, the presence of fifty-one percent (51%) of Members shall constitute a quorum, including members present by proxy.

#### ARTICLE 4: ASSESSMENTS

4.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay, when due, all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of these CC&Rs or other applicable instrument.

4.1.1 Assessment Constitutes Lien. Such Assessments and charges, together with interest, costs and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

4.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property, beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title, unless expressly assumed by them, but shall remain such Owner's personal obligation regardless of whether s/he remains an Owner.

4.2 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

4.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs (collectively "Expenses").

4.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association.

4.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed as follows:

4.2.3.1 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots in the applicable Tract attributable to the Owner by the total number of Building Lots in such Tract.

4.3 Special Assessments.

4.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

4.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

4.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for the Subdivision.

4.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

4.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year.

4.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within sixty (60) days after the levy thereof. Each installment payment which is delinquent for more than sixty (60) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt such Owner from such liability by lease or abandonment of such Owner's Building Lot.

4.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of these CC&Rs and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default as to which the signor shall have had no actual knowledge.

4.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot in the applicable Tract, not less than ten (10) days nor more than sixty (60) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty-seven percent (67%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty-one percent (51%). No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.



## ARTICLE 5: ENFORCEMENT OF ASSESSMENT: LIENS

5.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in these CC&Rs and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of these CC&Rs, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 5.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

### 5.2 Assessment Liens.

5.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to these CC&Rs, together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of these CC&Rs shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the Valley County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien, except for tax liens for real property taxes on any Building Lot and assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

5.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Valley County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall

cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

5.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

5.4 Required Notice. Notwithstanding anything contained in these CC&Rs to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Valley County Recorder.

5.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage, except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 5.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due, whether before, on or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in these CC&Rs.

5.6 Rights of Mortgagees. Notwithstanding any other provision of these CC&Rs, no amendment of these CC&Rs shall operate to defeat the rights of the beneficiary under any deed of trust upon a Building Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust, such Building Lot shall remain subject to these CC&Rs, as amended.

## ARTICLE 6: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

6.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association, or by such Member's duly appointed representatives, at any

reasonable time and for a purpose reasonably related to such Member's interest as a Member, at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

6.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

- 6.2.1 notice to be given to the custodians of the records by the persons desiring to make the inspection;
- 6.2.2 hours and days of the week when such an inspection may be made; and
- 6.2.3 payment of the cost of reproducing copies of documents requested pursuant to this Article 6.

6.3 Director's Rights of Inspection. Every director shall have the absolute right, at any reasonable time, to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

## ARTICLE 7: ARCHITECTURAL COMMITTEE

7.1 Creation. Within thirty (30) days of the date on which these CC&Rs are recorded, the Board shall appoint three (3) individuals to serve on the Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

7.2 The Board's Right of Appointment. The Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint an acting member to serve for a specified temporary period not to exceed three (3) years.

7.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval, pursuant to these CC&Rs, and perform such other duties as, from time to time, shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with these CC&Rs, which types of Improvements shall be submitted for Architectural

Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the habitat or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

7.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

7.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

7.3.2.1 Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures, such as animal enclosures, as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

7.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

7.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article 7 shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the applicant within twenty (20) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the habitat or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

7.4 Meetings of the Architectural Committee. The Architectural Committee shall meet, from time to time, as necessary to perform its duties hereunder. The Architectural Committee may, from time to time, by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 7.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

7.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

7.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

7.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

- 7.7.1 Upon the completion of any work for which approved plans are required under this Article 7, the Owner shall give written notice of completion to the Architectural Committee.
- 7.7.2 Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.
- 7.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling, unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement, pursuant to these CC&Rs.
- 7.7.4 If, for any reason, the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

7.8 Non-Liability of Architectural Committee Members. Neither the Board nor any member thereof, nor its duly authorized Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to any Association, or to any Owner or grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but

shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design, from the standpoint of structural safety or conformance with building or other codes.

7.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of these CC&Rs, including restrictions upon height, size, floor area or placement of structures or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Valley County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in these CC&Rs shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these CC&Rs for any purpose, except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Building Lot, including, but not limited to, zoning ordinances or requirements imposed by any governmental or municipal authority.

#### ARTICLE 8: MISCELLANEOUS

8.1 Term. The covenants, conditions, restrictions and equitable servitudes of these CC&Rs shall run until December 31, 2034, unless amended as herein provided. After such date, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4ths) of the voting power of the Association and such written instrument is recorded with the Valley County Recorder.

#### 8.2 Amendment.

8.2.1 By Owners. Except where a greater percentage is required by express provision in these CC&Rs, other than this Article 8, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than sixty-seven (67%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Valley County Recorder. Any amendment to this Article 8 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

8.2.2 Effect of Amendment. Any amendment of these CC&Rs approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties; notwithstanding that such Owners may not have voted for

or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

8.3 Mortgage Protection. Notwithstanding any other provision of these CC&Rs, no amendment of these CC&Rs shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust, such Building Lot shall remain subject to these CC&Rs, as amended.

8.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered, either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person, if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph.

8.5 Enforcement and Non-Waiver.

8.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

8.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only the Association, the Board or a duly authorized agent of any of them may enforce, by self-help, any of the provisions hereof, only if such self-help is preceded by reasonable notice to the Owner.

8.5.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of these CC&Rs and subject to any or all of the enforcement procedures set forth in these CC&Rs and any or all enforcement procedures in law and equity.

8.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.



8.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

8.6 Interpretation. The provisions of these CC&Rs shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. These CC&Rs shall be construed and governed under the laws of the State of Idaho.

8.6.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in these CC&Rs.

8.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 8.6.1, each of the provisions of these CC&Rs shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

8.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

8.6.4 Captions. All captions and titles used in these CC&Rs are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

8.7 Successors and Assigns. All references herein to Owners, any Association or person shall be construed to include all successors, assigns, partners, representatives and authorized agents of such Owners, Association or person.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Owners and Members of Carefree Subdivision No. 2 Homeowners' Association have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision No. 2, effective as of the date first set forth above.

<u>24</u>	<u>Erford M. Houseman</u> 11-1-04	<u>34</u>	<u>John J. Burke</u> 11-1-05
<u>25</u>	<u>Patricia M. Houseman</u> 11-01-04	<u>35</u>	<u>James W. McEneaney</u> 11-6-04
<u>26</u>	<u>John A. Carlson</u> 11-17-04	<u>36</u>	<u>Richard A. Wright</u>
<u>27</u>	_____		_____
<u>28</u>	<u>Richard Howard</u> 11-27-04		_____
<u>29</u>	_____		_____
<u>30</u>	_____		_____
<u>31</u>	_____		_____
<u>32</u>	<u>Thomas A. Reilly</u> NOV 10 04		_____
<u>33</u>	<u>SEE ATTACHED</u>		_____

IN WITNESS WHEREOF, the Owners and Members of Carefree Subdivision No. 2 Homeowners' Association have approved and executed these Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision No. 2, effective as of the date first set forth above.

33

*James D. [Signature]*  
\_\_\_\_\_

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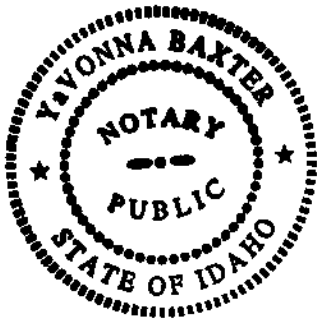
ATTEST:

Maria McConnell, the Secretary of Carefree Subdivision No. 2 Homeowners' Association, an Idaho non-profit corporation, hereby attests that the foregoing Amended and Restated Covenants, Conditions and Restrictions for Carefree Subdivision No. 2 were duly approved and adopted by the foregoing members of the Association.

Maria McConnell

STATE OF Idaho )  
 : ss.  
County of Valley )

I, Yavonna Baxter, a notary public, do certify that on this 18<sup>th</sup> day of January, 2005 personally appeared before me Maria McConnell, who, being by me first duly sworn, declared that (s)he is the Secretary of the Carefree Homeowners' Association, that (s)he signed the foregoing document as Secretary of the corporation, and that the statements therein contained are true.



Yavonna Baxter  
NOTARY PUBLIC FOR \_\_\_\_\_  
Residing at: McCall, Idaho  
My Commission Expires: 11/18/2009



108359

DECLARATION OF TRUST

VALLEY COUNTY, ILLINOIS

Valley County, Idaho

KNOW ALL MEN BY THESE PRESENTS:

A. Application.

1. Establishment and Enforcement. The undersigned,

Arthur Johnson, a bachelor, John B. Joyce and Martha C. Joyce, husband and wife, Robert W. Ray and Martha P. Ray, husband and wife, Bruce M. Strathearn, a married man dealing with his sole and separate property, Leslie G. Reed and Carol B. Reed, husband and wife, Duane A. Whitefoot and E. Jean Whitefoot, husband and wife, Jerry D. Whitefoot and Agnes L. Whitefoot, husband and wife, and Dewey M. Rowland and Linda D. Rowland, husband and wife, hereinafter called Declarants, to carry out the purposes herein recited, hereby declare that the real property situated in Valley County Idaho, hereinafter described, all of which is owned by Declarants and collectively referred to herein as tract shall be subject to the protective covenants hereinafter set forth which are established as a plan for the general and uniform improvement of said tract and for the mutual benefit of Declarants and all of their successors in ownership of any portion of said tract, and as amended from time to time as hereinafter provided, are hereby declared to run with the land and to bind the Declarants and all persons claiming under them until terminated. To this end these covenants shall be specifically enforceable by Declarants and by their successors to and assigns of Declarants who directly or through mesne conveyances become and at the time remain the owners of any lot in or part of the said tract.

2. Description of Tract. The premises owned by Declarants and to which these covenants apply are more

... with reference to the...  
... as a whole is hereby designated as a  
dominant tenement for the benefit of every lot in said  
every part of which these covenants are created, and every  
lot in said tract is hereby declared also to be the servient  
tenement hereby made subject to these restrictions as a  
mutual equitable servitude on each for the benefit of the  
others. Each person who accepts ownership of any interest in  
any lot subject to these covenants thereby irrevocably  
indicates his consent to assume all of the risks and perform  
all of the obligations herein imposed on the owner of a  
servient tenement, including those in Article C hereof.

4. Definitions. (a) A "lot" is any parcel designated  
as such on a recorded map of any part of said tract.

(b) "Owner" means one or more persons owning title to  
a lot of record, unless the lot is then being sold under an  
executory contract of sale, in which latter case the contract  
buyer is meant, but not in any case the holder of a mortgage  
or other security interest, easement, lien, encumbrance, or  
leasehold.

B. The Protective Covenants. The following are the  
protective covenants hereinabove referred to:

1. Residential Use. No lot shall be used for other  
than residential purposes. Permissible residential use  
includes the construction and occupation of not more than  
one single-family residence on any one lot, by not more than  
one family, all of whose members shall be related by one  
blood or marriage, plus such of its servants and  
... as may be necessary with its responsibility.

3. Structures shall be constructed within a minimum of 1,000 square feet of lot area. All construction must be of good quality and done in a workman-like manner. Structures shall include any construction, construction, or installation of any building, antenna, flag pole, patio, retaining wall, dam, windmill or similar object.

Landscaping shall include any alteration of the natural surface of the land including the removal or addition of any plant, tree, or shrubs, with the exception of annual lot clean-up and maintenance.

All landscaping, exterior structure surfaces, dimensions, and location on lot shall be approved by the Declarants prior to commencement of any work thereon. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the subdivision.

No exterior surfaces of any structure other than tile shall be painted. No reflective roofing material may be exposed on any lot. All exterior walls of any structure shall be of natural materials such as wood, stained wood, rock or brick. Prior to construction samples of such materials must be approved by the Declarants.

To a reasonable extent, no structure shall block another owner's view of any object of natural beauty such as a creek or mountain.

No awnings, balconies, porches, decks, patios, pergolas, or other outdoor structures shall be constructed.



... structure shall be located wholly on the rear lot line. No structure or any part thereof shall be located on any lot line, but neither shall any structure be located on the rear lot line.

4. Height. No structure of a height of more than ten feet shall be constructed on any lot of less than five acres. In measuring such structure from its highest point to the highest natural lay of the land immediately adjacent to such structure.

5. Easements and Lot Subdivision. Easements to lay or cause to be laid, water and sewer pipes and mains and conduits and any and all other utility lines, on, under, through and across a strip of land five feet in width parallel to and along the full length of the interior boundary lines of said tract are hereby reserved to Declarants, their successors and assigns.

All easements as shown on the plat of such tract for irrigation ditches and/or utilities are perpetually reserved for such uses.

No lot may be further subdivided.

6. Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in such tract other than dogs, cats and other household pets may be kept, provided that no such animals, birds or other animals for raising or breeding shall be kept on any lot.

... shall be maintained in a neat and clean  
fashion and no debris, refuse, garbage, or junk shall be  
deposited or left upon any lot at any time. No building  
materials shall be deposited or left upon any lot except in  
orderly and slight piles and then only for a reasonable  
period of time during the construction of any structure. A  
reasonable construction time shall not exceed a continuous  
one year period of time from the date that any building  
construction commences for any building on any lot.

7. Nuisances. (a) Discharge of effluents or other  
contaminants and no one shall perform on said tract any act  
which is noxious or offensive or an annoyance or nuisance to  
the owner of any lot, or involves the pollution of the land  
or water of, or the air over any part of said tract, or  
creates noxious, offensive, annoying, or dangerous odors,  
noises or visual or tactile conditions, or creates or  
leaves a residue of non-degradable substances. Whether  
violation of this sub-paragraph has occurred shall be de-  
termined by Declarants.

(b) All lots are to be maintained in a neat and clean  
fashion and no debris, refuse, garbage, or junk shall be  
deposited or left upon any lot at any time. No building  
materials shall be deposited or left upon any lot except in  
orderly and slight piles and then only for a reasonable  
period of time during the construction of any structure. A  
reasonable construction time shall not exceed a continuous  
one year period of time from the date that any building  
construction commences for any building on any lot.

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materials shall be deposited or left upon any lot except in  
orderly and slight piles and then only for a reasonable  
period of time during the construction of any structure. A  
reasonable construction time shall not exceed a continuous  
one year period of time from the date that any building  
construction commences for any building on any lot.

8. Signs. No sign of any kind containing any advertisement or other matter shall be displayed on the public highway or any structure thereon, shall not violate this ordinance.

9. Sight Distance at Intersections. No hedge, wall, fence or shrub planting which obstructs sight lines at intersections between two and six feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded corner, corner from the intersection of the street property lines extended.

No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. Fences. No fence, wall or hedge higher than four feet shall be erected or maintained on any lot or part thereof, save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained, a fence, wall or hedge do not to exceed six feet in height may be erected and maintained around any lot, or portion thereof. Provided, however, this sub-section is subject to the limitations set forth in Section 9 above and further subject to approval of the Board of Public Works.

11. Decorative Fences. No fence, wall or hedge higher than four feet shall be erected or maintained on any lot or part thereof, save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained, a decorative fence, wall or hedge do not to exceed six feet in height may be erected and maintained around any lot, or portion thereof. Provided, however, this sub-section is subject to the limitations set forth in Section 9 above and further subject to approval of the Board of Public Works.

... provisions be set forth in detail...  
action for injunction and/or damages shall...  
costs to be fixed by the Court).

D. Amendments. These covenants may be amended, terminated or parts thereof may be added or deleted from time to time by the then owners of at least 75% of the land in said tract, by a written which they execute and cause to be recorded in the office of the County Recorder at Tullahoma County, Idaho.

E. Severability and Interpretation. Invalidity of any part of this declaration shall not affect any other part hereof.

Examples shall be for illustrative purposes and are not limiting in any way the overall desire to enhance the attractiveness, and desirability of the tract where applicable the plural and singular are interchangeable as are the masculine and feminine.

IN WITNESS WHEREOF, the declarants have hereunto set their hands to this instrument this 23rd day of May, 1968.

*Arthur Johnson*  
Arthur Johnson  
*John P. Jones*  
John P. Jones  
*Margaret Jones*  
Margaret Jones  
*Walter Jones*  
Walter Jones  
*Elizabeth Jones*  
Elizabeth Jones  
*...*

By

James H. Whitefoot

Attorney in Fact

James H. Whitefoot

By

James H. Whitefoot

Attorney in Fact

James H. Whitefoot

By

James H. Whitefoot

Attorney in Fact

James H. Whitefoot

By

James H. Whitefoot

Attorney in Fact

James H. Whitefoot

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James H. Whitefoot

Attorney in Fact

James H. Whitefoot

By

James H. Whitefoot

Attorney in Fact

James H. Whitefoot

By

James H. Whitefoot

Attorney in Fact

James H. Whitefoot

On this 23rd day of May, 1934, I, the undersigned Notary Public for the State of Idaho, appeared ROBERT M. AIN, known to me to be the person whose name is subscribed to the within instrument as the principal in fact of DIANTHA P. AIN, BRUCE M. STRATHEARN, CAROL H. REED, DUANE A. WHITEFOOT, W. JEAN WHITEFOOT, JERRY D. WHITEFOOT, AGNES L. WHITEFOOT, DEWEY M. ROWLAND, LINDA D. ROWLAND, and LESLIE G. REED, and acknowledged to me that he subscribed the names of said Diantha P. Ain, Bruce M. Strathearn, Carol H. Reed, Duane A. Whitefoot, W. Jean Whitefoot, Jerry D. Whitefoot, Agnes L. Whitefoot, Dewey M. Rowland, Linda D. Rowland, and Leslie G. Reed, thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

*Hunter C. McCall*  
 Notary Public for Idaho  
 Residing at McCall, Idaho

STATE OF IDAHO )  
 County of VALLEY )  
 I hereby certify that the within instrument is a true and correct copy of the original as shown to me by the party or parties thereto.  
 Given under my hand and seal of office this 23rd day of May, 1934.  
 Hunter C. McCall  
 Notary Public for Idaho  
 My Comm. Expires \_\_\_\_\_  
 My Comm. No. \_\_\_\_\_  
 Fee \$ 10.00  
 Paid in Advance  
 By \_\_\_\_\_  
 Date \_\_\_\_\_

Notary Public for Idaho

On this 27th day of June, 1980, before me personally appeared  
Notary Public in and for said State, personally appeared  
NATHAN JOHNSON, a bachelor, 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.

*Robert C. McCall*  
Notary Public for Idaho  
Residing at McCall, Idaho

STATE OF IDAHO

County of Ada ss.

On this 25th day of June, 1980, before me the undersigned  
Notary Public in and for said State personally appeared  
JOHN P. JOYCE and MARTHA S. JOYCE, husband and wife, known  
to me to be the persons whose names are subscribed to the  
within instrument, and acknowledged to me that they 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.

*Elizabeth M. ...*  
Notary Public for Idaho  
Residing at McCall, Idaho





117668

MEMORANDUM

TO : SAC, NEW YORK (100-10812)

FROM : SAC, NEW YORK (100-10812)

SUBJECT: [Illegible]

Reference is made to a memorandum dated 1/22/54, captioned as above, and to a letterhead memorandum dated 1/23/54, captioned as above, both of which are being referred to in this memorandum.

It is noted that the Bureau is currently conducting an investigation of the activities of the Communist Party, U.S.A., in New York City, and that the Bureau is particularly interested in the activities of the Communist Party in the field of labor relations.

In view of the fact that the Bureau is currently conducting an investigation of the activities of the Communist Party, U.S.A., in New York City, and that the Bureau is particularly interested in the activities of the Communist Party in the field of labor relations, it is recommended that the Bureau be kept advised of any information received regarding the activities of the Communist Party in the field of labor relations in New York City.

Very truly yours,  
 [Illegible Signature]

The above information was obtained from a confidential source who has provided reliable information in the past.

Very truly yours,  
 [Illegible Signature]

The above information was obtained from a confidential source who has provided reliable information in the past.

The above information was obtained from a confidential source who has provided reliable information in the past.

The above information was obtained from a confidential source who has provided reliable information in the past.

There is a significant amount of text that is extremely faint and illegible in this section. It appears to be a descriptive paragraph, possibly discussing a specific area or subject, but the words are too light to transcribe accurately.

A second paragraph of text follows, which is also very faint. It likely contains further details or observations related to the previous paragraph, but the specific content is obscured by the low quality of the scan.

The third paragraph continues the text, maintaining the same level of faintness. The structure of the text suggests a list or series of observations, though individual items are not discernible.

The fourth paragraph is the final visible block of text on this page. It concludes with a period, indicating the end of a section or entry. The overall readability remains very low throughout the entire document.

The final paragraph at the bottom of the page is also faint and illegible. It may contain a signature, a date, or a reference number, but these elements cannot be identified from the image provided.



... shall not be used for any purpose other than  
... of any kind or for any other purpose  
... after the date of the  
... of the land shall not be used for  
... for commercial purposes.

... further, that the same shall not be used for  
... and must be kept and maintained by the owner thereof.

... further, that upon lots containing  
... one horse, cow or steen may be kept and  
... for each full acre thereof.

4. Nuisances. (a) Discharge of sewage, or  
... and no one shall perform any act which  
... which is noxious or offensive or an annoyance  
... of any lot, or involves the pollution of the water  
... of, or the air over any part of the tract or  
... or dangerous odors or fumes or  
... or creates or leaves any  
... trees, whether by the  
... or otherwise.

(b) All laws and regulations for  
... and no one shall perform any act which  
... or otherwise.

...





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*Handwritten signature or initials*

*Faint, mostly illegible typed text, possibly a letter or report.*

*Handwritten text at the bottom of the page, possibly a signature or date.*



... have been ...  
... the day ...  
...

*[Handwritten signature]*  
...  
...

897611

affixed Notary Public for said State, personally appeared  
Notary At Law, 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.

*[Signature]*  
Notary Public for Illinois  
Residing at North La Grange

STATE OF ILLINOIS  
County of \_\_\_\_\_ ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1901, before me the  
undersigned Notary Public for said State, personally  
appeared ARNOLD SMITH, a Single man, 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.

*[Signature]*  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_

STATE OF ILLINOIS  
County of \_\_\_\_\_ ss.  
*[Signature]*

Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_

