



# AmeriTitle

## Plat Maps and/or CC&Rs

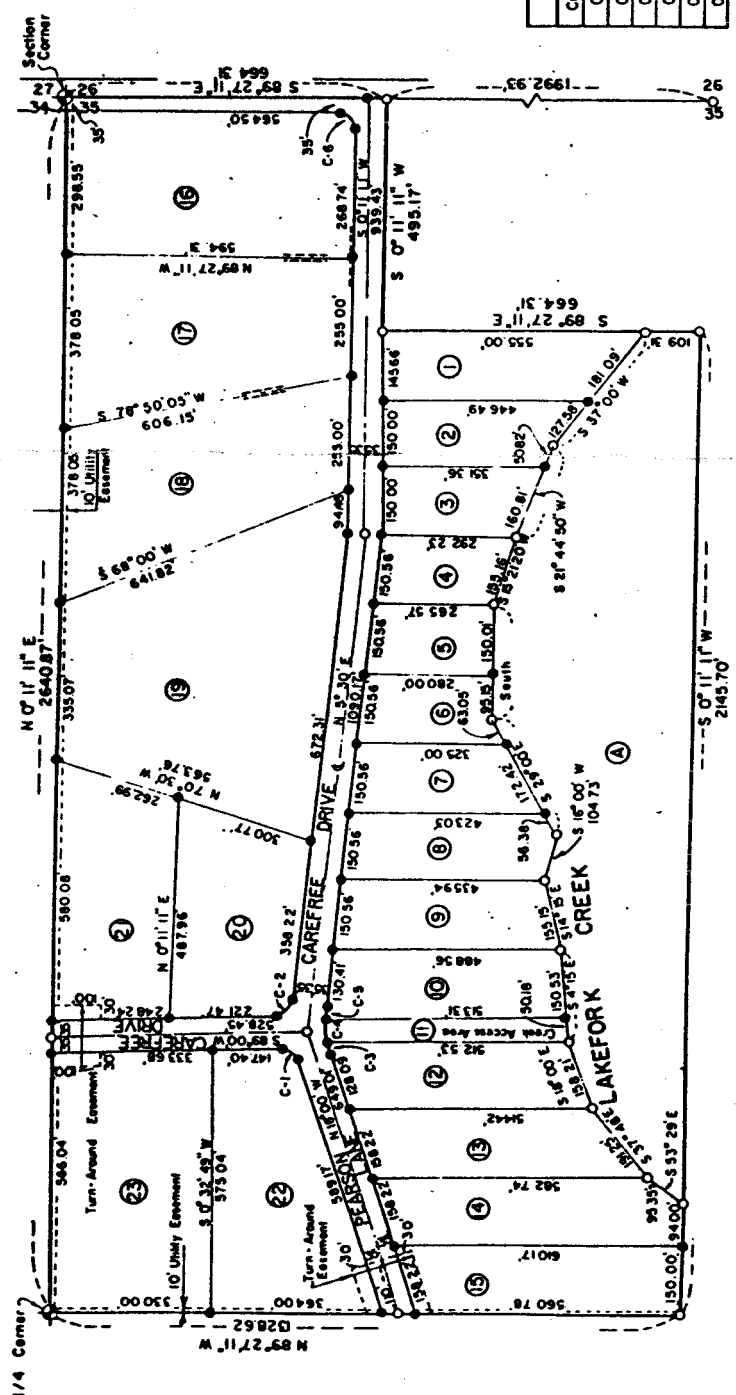
A complete list of our locations and contact information can be found at:

[www.amerititle.com](http://www.amerititle.com)



**AMENDED  
CAREFREE SUBDIVISION**  
A PORTION OF THE W.1/2 OF THE NW.1/4, SECTION 35, T.18 N., R.3 E., B.M.,  
VALLEY COUNTY, IDAHO

McCARTER & TULLER CONSULTING ENGINEERS



All street rights-of-way as shown on this plot 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 plot is perpetually reserved. Turn-ground easements are temporary and will revert to respective lot owners when streets are extended.

Sanitary restrictions of this plot 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

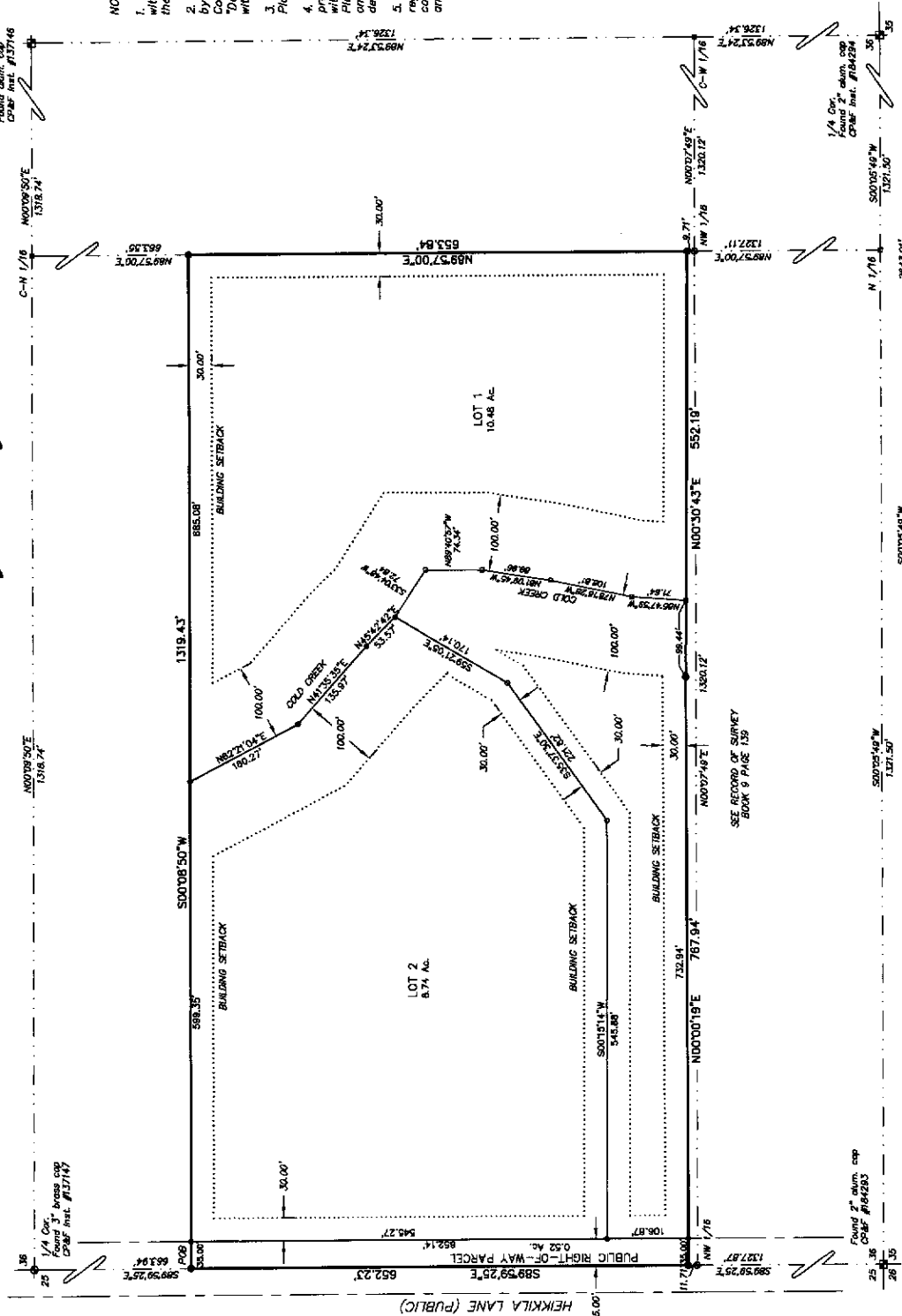
No. of Pages: 1

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 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" X 30" REBAR MKD L5 8577
- 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 INSTRUMENT.

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. B1A  
VALLEY COUNTY, IDAHO

BOOK PAGE  
OF PLATS  
199927

BEARINGS BASED ON  
STATE PLANE GRID

SCALE 1 IN = 125 FT

- SET 5/8" REBAR
- SET 1/2" REBAR



0 75 150 225 300 375  
SCALE IN FEET

2 FT UTILITY EASEMENT  
ALONG ALL RIGIDS

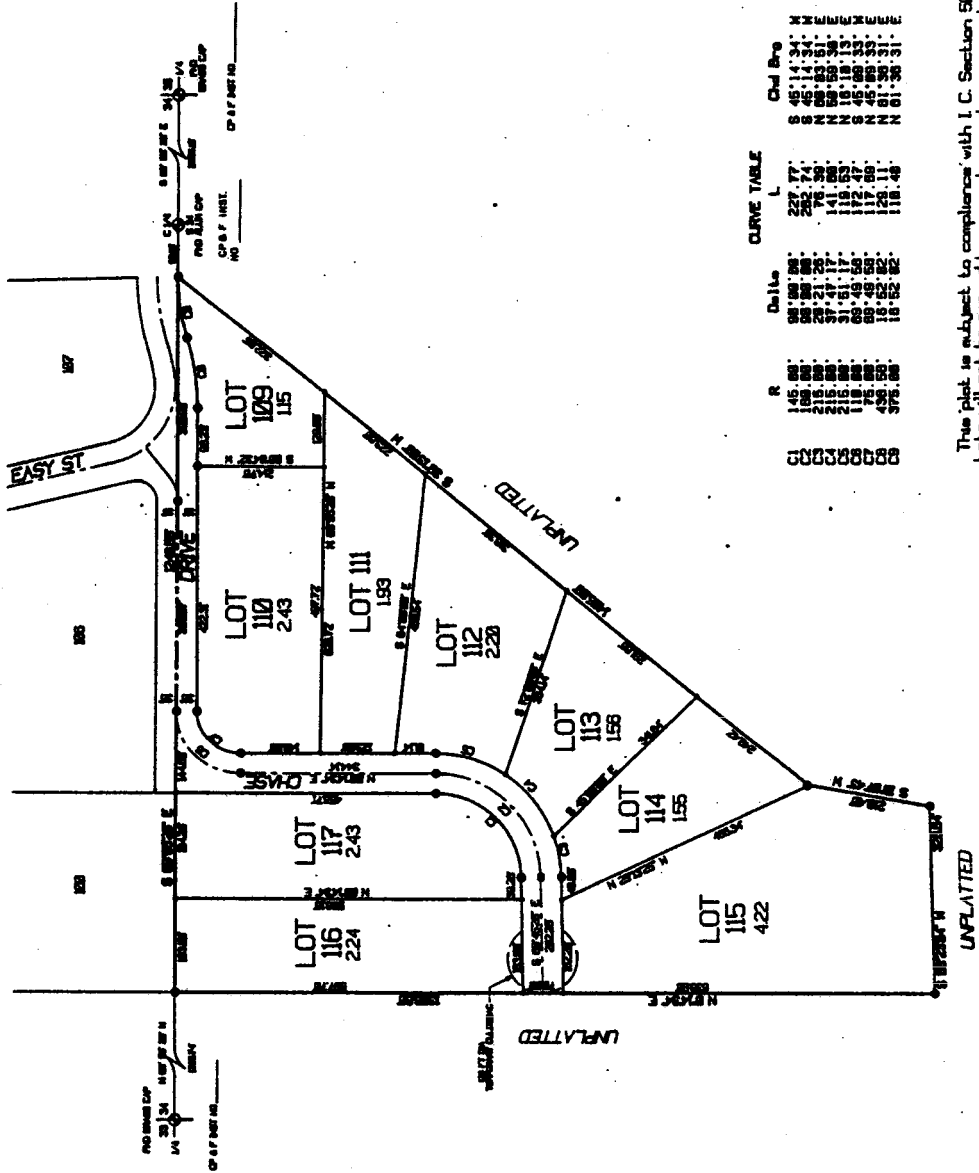
SEE RESTRICTIVE  
COVENANTS FILED  
INST. NO. 74929  
FOR BUILDING SETBACKS SEE  
RESTRICTIVE COVENANTS

KERR SURVEYING  
1993

No building or shelter which will require a water supply or a sewage disposal facility for people using the premises where such building or shelter is located shall be erected until written approval is first obtained from the State Board of Health by its administrator 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 31-3005. No irrigation water shall be supplied to any lot hereon.

CAREFREE 6



CURVE TABLE

R	Delta	L	Ch
145.00	227.77	8 45 14 34	205.00
150.00	227.77	8 45 14 34	205.00
155.00	227.77	8 45 14 34	205.00
160.00	227.77	8 45 14 34	205.00
165.00	227.77	8 45 14 34	205.00
170.00	227.77	8 45 14 34	205.00
175.00	227.77	8 45 14 34	205.00
180.00	227.77	8 45 14 34	205.00
185.00	227.77	8 45 14 34	205.00
190.00	227.77	8 45 14 34	205.00
195.00	227.77	8 45 14 34	205.00
200.00	227.77	8 45 14 34	205.00
205.00	227.77	8 45 14 34	205.00
210.00	227.77	8 45 14 34	205.00
215.00	227.77	8 45 14 34	205.00
220.00	227.77	8 45 14 34	205.00
225.00	227.77	8 45 14 34	205.00
230.00	227.77	8 45 14 34	205.00
235.00	227.77	8 45 14 34	205.00
240.00	227.77	8 45 14 34	205.00
245.00	227.77	8 45 14 34	205.00
250.00	227.77	8 45 14 34	205.00
255.00	227.77	8 45 14 34	205.00
260.00	227.77	8 45 14 34	205.00
265.00	227.77	8 45 14 34	205.00
270.00	227.77	8 45 14 34	205.00
275.00	227.77	8 45 14 34	205.00
280.00	227.77	8 45 14 34	205.00
285.00	227.77	8 45 14 34	205.00
290.00	227.77	8 45 14 34	205.00
295.00	227.77	8 45 14 34	205.00
300.00	227.77	8 45 14 34	205.00

This plat is subject to compliance with I.C. Section 50-1334. 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

REBAR BASED ON  
STATE PLACED

SCALE IN - 88 FT

- SET 5/8" REBAR
- SET 1/2" REBAR



SCALE IN FEET  
0 75 150 225 300 375

COMMON  
AREA  
963

CAREFREE SUBDIVISION NO. 4  
BOOK 7 PAGE 68 OF PLATS

CAREFREE NO. 5  
BOOK 8 PAGE 25 OF PLATS

CURVE TABLE

CD	DJ	R	L	DJ R	D
1	1	100	90	100	90
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52	1	100	90	100	90
53	1	100	90	100	90
54	1	100	90	100	90

2 FT LOT RY EASEMENT  
ALONG ALL ROADS

FOR BUILDING RESTRICTIONS SEE  
RESTRICTIVE COVENANTS

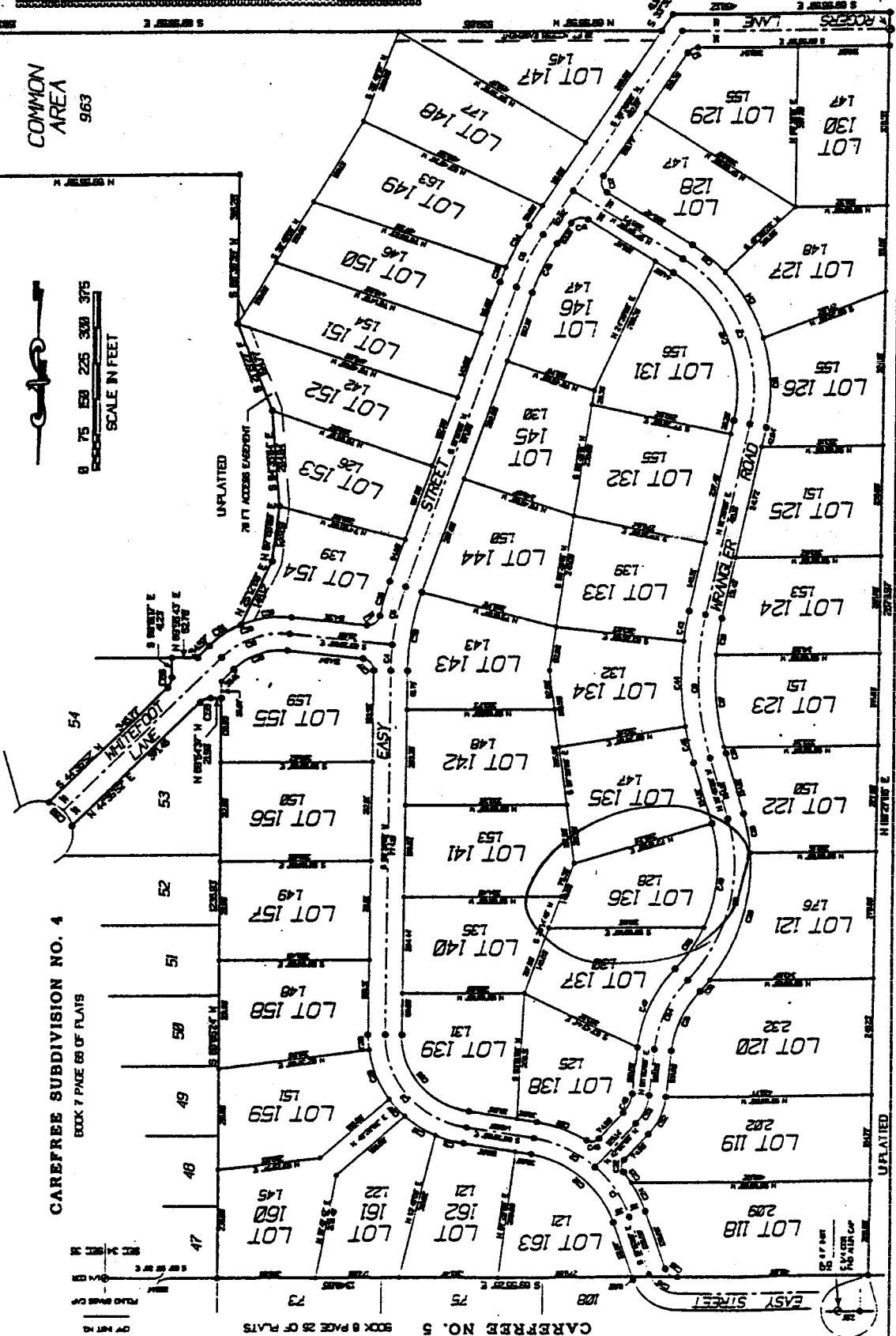
RESTRICTIVE COVENANTS FILED  
1987 NO.

**KERR SURVEYING  
1993**

No building or other structure shall be erected on any lot hereunder which shall be subject to the provisions of the Uniform Building Code as amended and in effect for the year 1993. This shall not apply to existing structures on lots hereunder at the time of the filing of this plat. The building shall be subject to the provisions of the Uniform Building Code as amended and in effect for the year 1993. The building shall be subject to the provisions of the Uniform Building Code as amended and in effect for the year 1993. The building shall be subject to the provisions of the Uniform Building Code as amended and in effect for the year 1993.

This plat is subject to compliance with I.C. Section 31-5324. No building shall be erected on any lot hereunder which shall be subject to the provisions of the Uniform Building Code as amended and in effect for the year 1993. The building shall be subject to the provisions of the Uniform Building Code as amended and in effect for the year 1993. The building shall be subject to the provisions of the Uniform Building Code as amended and in effect for the year 1993. The building shall be subject to the provisions of the Uniform Building Code as amended and in effect for the year 1993.

No lot shall be subdivided.





**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.

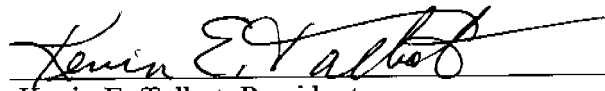
That Paragraph C, the Protective covenants, be and is hereby amended to add Section 12, Night Time Exterior Light Pollution, to read as follows:

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

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

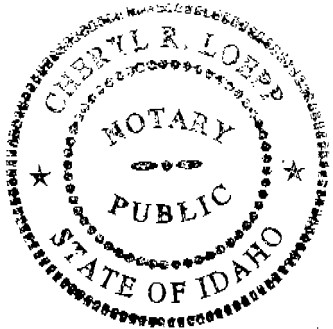
not be allowed to operate continuously during all hours of darkness. Whenever possible, lighting should be shielded to prevent glare and directed downward toward the ground and not out or upward. A reasonable number of normal size porch light fixtures are excluded from this lighting restriction.

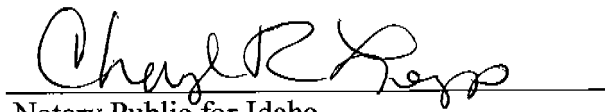
IN WITNESS WHEREOF, I have hereunto set my hand as of this 9 day of July, 2003.

  
\_\_\_\_\_  
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.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Boise, Idaho  
com exp 9-25-03



SIXTH AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS  
OF CAREFREE SUBDIVISION

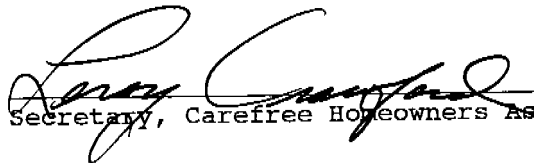
Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree subdivision, do hereby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

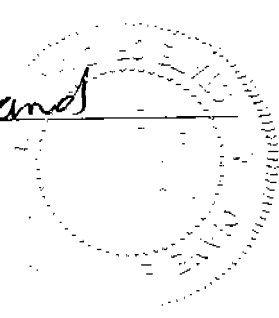
IN WITNESS WHEREOF, I have hereunto set my hand as of this 6 day of October, 1999.

  
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  
LELAND DIVISION  
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

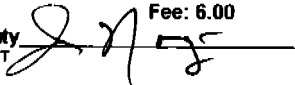
Recorded for : CAREFREE SUB NO 1 ASSOCIATION

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:

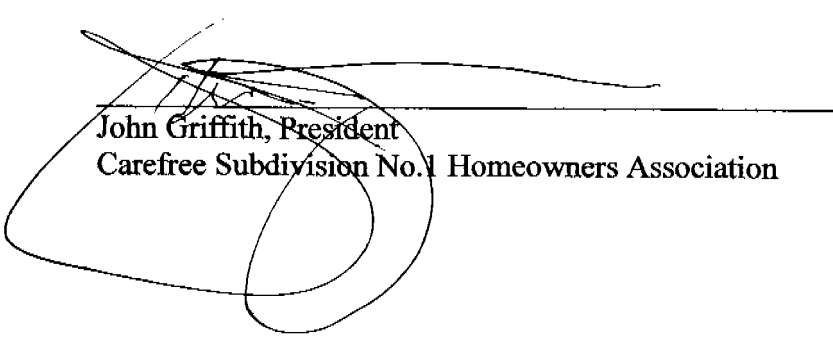
3. Set Back Lines. No structure or any part thereof shall be located upon any lot nearer than 50 feet to the front lot line nor nearer than 50 feet to any side street line. No structure shall be located nearer than 25 feet to any interior lot line. No structure or any part thereof shall be located on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

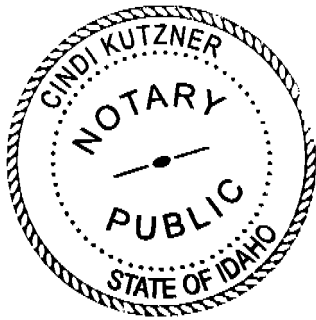
Furthermore, propane tanks so buried or screened from view as outlined in Paragraph C, Section 13, will be exempt from the 25 foot interior lot line setback requirement set forth above.

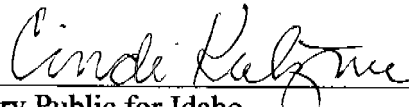
IN WITNESS WHEREOF, I have hereunto set my hand as of this 21 day of July, 2006.

  
\_\_\_\_\_  
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

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 2:30 minutes past  
o'clock P. M. this 14<sup>th</sup>  
day of July 1977

in my office and duly recorded in  
the 14<sup>th</sup> of July

By Richard L. ...  
Notary Public  
Deputy

For 123

John F. Joyce  
Martina C. Joyce

RECORDED  
INDEXED  
SUBSCRIBED  
Doc. STAMPS ATTACHED



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 [Address]

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 19 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 John A. 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 3/31/92

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.

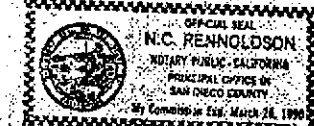
SECOND AMENDMENT TO COVENANTS - 1

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 11th 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. Valtrett  
Signature

1  
Lot No.

STATE OF Alabama )  
COUNTY OF Ada ) ss.

On this 13 day of September, 1989, before me personally appeared Kenneth E. Valtrett 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  
Residing at: Briceville, Alabama  
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

Darry 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: 04-17-92

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: 04-17-92

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 Dr.  
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.

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

RECORDED  
JUN 4 1964  
THE A. D. SMITH  
VALLEY COUNTY  
IDAHO

PONDEROSA TITLE  
196410  
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.

C. J. Ryan  
(Signature of Lot Owner)

Handwritten Signature  
(Signature of Lot Co-Owner)  
Lot No. 2e

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. Neumberg 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.

L. Anne Rogala  
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.

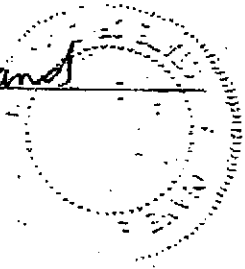
IN WITNESS WHEREOF, I have hereunto set my hand as of this 6 day of October, 1999.

*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: *D. 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

1 5 0 0 3

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 A. 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: 12/29/92

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  
REGISTERED BY  
JUN 9 1993  
THE A. D. M. INC.  
WALL  
RECORDED  
1993

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 Marion  
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:

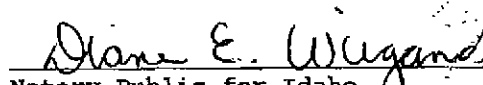
4. Height. No structure of a height of more than 24 feet shall be constructed on any lot of less than 2 1/2 acres, measuring such structure its highest roof peak to the highest natural lay of the land immediately adjacent to such structure.

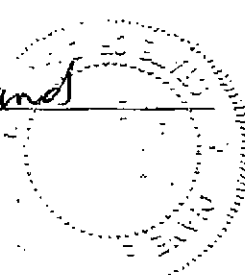
IN WITNESS WHEREOF, I have hereunto set my hand as of this 6 day of October, 1999.

  
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 manufacture'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.

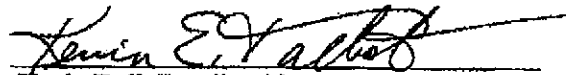
That Paragraph C, the Protective covenants, be and is hereby amended to add Section 12, Night Time Exterior Light Pollution, to read as follows:

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.

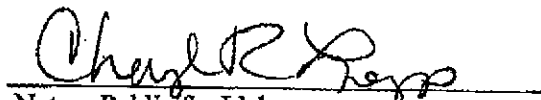
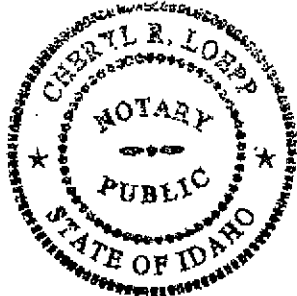
IN WITNESS WHEREOF, I have hereunto set my hand as of this 9 day of July, 2003.



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

STATE OF IDAHO )  
County of Ada ) ss

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

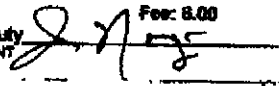
2006-07-24 01:15:17 No. of Pages: 2

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)

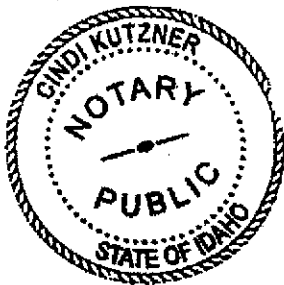
Furthermore, propane tanks so buried or screened from view as outlined in Paragraph C, Section 13, will be exempt from the 25 foot interior lot line setback requirement set forth above.

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).

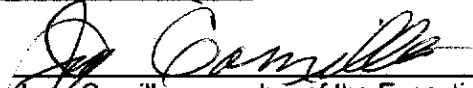
G. **Amendments.** These Covenants may be amended or terminated or parts thereof may be added or deleted, from time to time, by the then owners of at least 2/3 of the lots in said tract, by a writing which they execute and cause to be recorded in the office of the County Recorder of Valley County, Idaho.

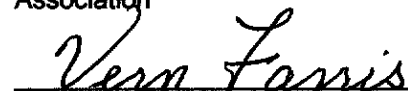
H. **Severability and Interpretation.** Invalidity of any part of this Declaration shall not affect any other part hereof.

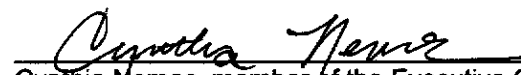
Examples shall be for illustration purposes and are not limiting in any way the overall desire to enhance the value, attractiveness and desirability of the tract. Where applicable, the plural and singular are interchangeable, as are the masculine and feminine.

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

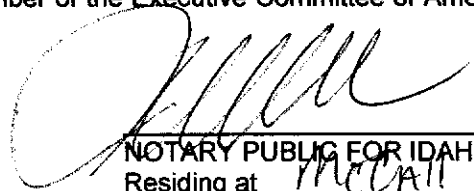
  
\_\_\_\_\_  
Cynthia Neme, member of the Executive Committee  
Of Amended Carefree Subdivision Homeowners  
Association



STATE OF IDAHO )  
County of Valley ) ss.

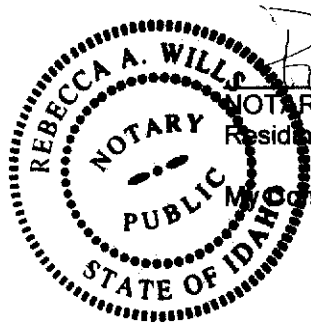
On this 31 day of December, 2009, before me, the undersigned Notary Public in and for said State, personally appeared CYNTHIA NEMEC, known to me, or proved to me by satisfactory evidence to be, the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same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

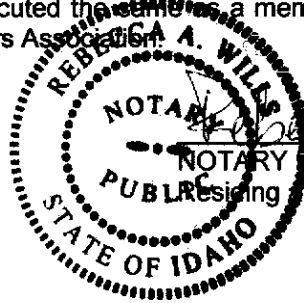
On this 30 day of September, 2009, before me, the undersigned Notary Public in and for said State, personally appeared REESE E. VERNER, known to me, or proved to me by satisfactory evidence to be, the person whose name is subscribed to the within instrument and acknowledged to me that he executed the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

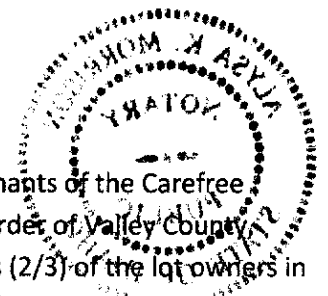
JESSICA L. RUSSELL  
NOTARY PUBLIC  
STATE OF IDAHO

[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.**

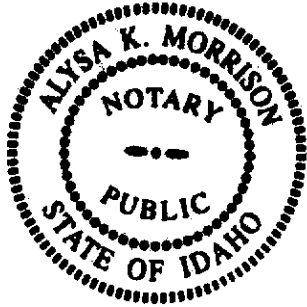
**That Paragraph C, The Protective Covenants, Section 4, Height, be and is hereby amended to read as follows:**

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 <sup>June</sup>~~March~~, 2014.

*Vern W Larriso*  
President, Carefree #1 Homeowners Association

McCall, Idaho 83638



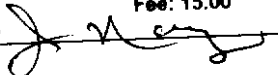
STATE OF IDAHO, COUNTY OF VALLEY, ON THIS  
17<sup>th</sup> DAY OF June, 2014 BEFORE ME,  
A NOTARY PUBLIC IN AND FOR SAID STATE,  
PERSONALLY APPEARED Vern W. Farris

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.

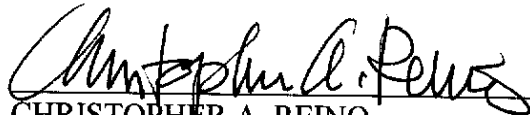
**4.3: Amendment of the Declaration:** Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time, upon approval of the amendment or repeal by all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

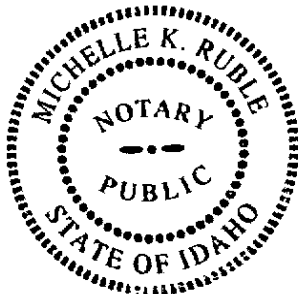
**IN WITNESS WHEREOF,** Reino has executed this Declaration the day and year first above written.

  
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 24<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 DOLores WALLACE a Notary

in and for said County, personally appeared W. David K. Lewis  
Craig H. Johnson and Bonnie J. 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.

Dolores Wallace  
Notary: W-1: Cadd. Rule 83038  
Commission Expires: 9-15-94

COLE  
Emilio  
VALLEY  
NOTARY  
DOLores WALLACE  
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