

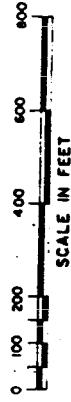


Plat Maps and/or CC&Rs

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

www.amerititle.com





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 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.

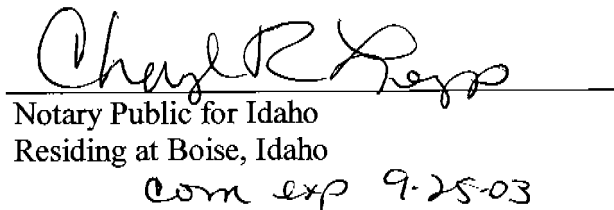
That Paragraph C, the Protective covenants, be and is hereby amended to add Section 12, Night Time Exterior Light Pollution, to read as follows:

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

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.


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

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.



SIXTH AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS

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 6th 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. Wugand
Notary Public for Idaho
Residing at McCall, Idaho

243477
 TYPE *Protective Covenant*
 VALLEY COUNTY RECORDER
 BY: *D. Nelson*
 FEE: *3.00*
 '99 OCT 7 PM 3 25
 ALL INFORMATION
 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:

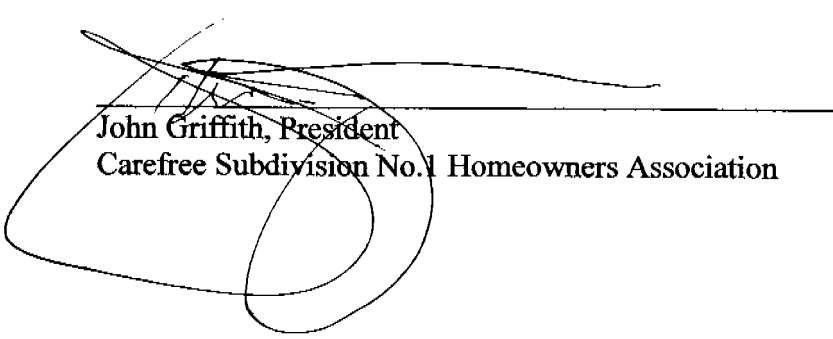
3. Set Back Lines. No structure or any part thereof shall be located upon any lot nearer than 50 feet to the front lot line nor nearer than 50 feet to any side street line. No structure shall be located nearer than 25 feet to any interior lot line. No structure or any part thereof shall be located on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

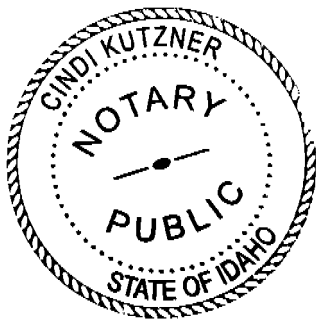
IN WITNESS WHEREOF, I have hereunto set my hand as of this 21 day of July, 2006.

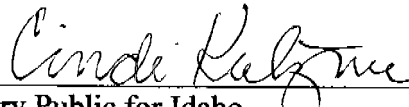


John Griffith, President
Carefree Subdivision No. 1 Homeowners Association

STATE OF IDAHO) ss
County of Valley

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 8.5(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.

v. 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 14th day of July, 1977.

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

STATE OF IDAHO
County of Valley ss.

On this 14th 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,) ss.
County of Valley,)

I hereby certify that this instrument
was filed for record at the request of
John F. Joyce
at 2:55 minutes past
o'clock P. M. this 14th
day of July, 1977
in my office and duly recorded in
the 14th of July
By *Richard L. ...* Notary Public
for Idaho
By 2:55
14th

RECORDED	INDEXED
SERIALIZED	FILED
JUL 14 1977	
FBI - CASCADE	

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 M. Hall
Notary Public for IDAHO
Residing at Calvin, Idaho

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. Biron, Trustee
JEAN M. BIRON, TRUSTEE

20
LOT NO.

[Signature] Lot 14
CAMPAN TRIST Lot 16

[Signature] Lot 18
[Signature]

3. *[Signature]* Trister

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

19. _____

20. _____

SECOND AMENDMENT TO COVENANTS - 2

[Signature]

- 2

3. STATE OF Idaho)

COUNTY OF Ada) ss.

On this 27th 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 Lukton
Notary Public
Residing at Boise, Idaho
My commission expires: 3/9/92

4. STATE OF Idaho)

COUNTY OF Bda) ss.

On this 30th 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: 8/8/92

STATE OF Idaho

COUNTY OF Ada

On this 25th 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.

Candace Hopgardner
Notary Public
Residing at: Coeur d'Alene
My Commission expires: 5/1/92

STATE OF Idaho

COUNTY OF Ada

On this 24th 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.

Berry L. Lukken
Notary Public
Residing at: Boise, Idaho
My Commission expires: 3/31/92

W. J. Cleason 12-4-13
Signature Lot No.

STATE OF Idaho
COUNTY OF Valley ss.

On this 21st day of September, 1913, before me personally appeared W. J. Cleason 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: 5-21-17

SECOND AMENDMENT TO COVENANTS

Ransom P. Gibson 2d
Signature Lot No.

STATE OF Nevada
COUNTY OF Clark ss.

On this 9th day of Sept, 1913, 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, 1915.

Gary Robinson
Notary Public
Residing at: 184 Union St. Head, Nev. 7200
My commission expires: May 24, 1915

SECOND AMENDMENT TO COVENANTS

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

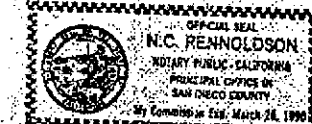
SECOND AMENDMENT TO COVENANTS - 1

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: 3-26-90

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 27th 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.



Pamela M. Hall
Notary Public
Residing at: San Diego, CA
My Commission Expires: 05-27-92

SECOND AMENDMENT TO COVENANTS

SECOND AMENDMENT TO COVENANTS - 2

David O. Wilson
Signature

#23
Lot No.

STATE OF IDaho
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.

SEP 21 1989

Kenneth E. Valters
Signature

1
Lot No.

STATE OF Idaho
COUNTY OF Ada ss.

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

David L. Cox
Notary Public
Residing at: Boise, Idaho
My commission expires: July 11, 1991

SECOND AMENDMENT TO COVENANTS

SECOND AMENDMENT TO COVENANTS

Charles Hunter
Signature

C-19
Lot No.

STATE OF IDAHO ss.
COUNTY OF Valley

On this 17th 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 ss.
COUNTY OF Valley

On this 29th 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: 8-16-94

SECOND AMENDMENT TO COVENANTS

SECOND AMENDMENT TO COVENANTS

Stanley J. Herz
Signature

4
Lot No.

STATE OF Idaho ss.
COUNTY OF Ada

On this 9 day of September, 1989, before me personally appeared Stanley J. Herz 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: 12-31-92

Robert M. Wagner, MD
Signature

5
Lot No.

STATE OF Idaho ss.
COUNTY OF Ada

On this 9 day of September, 1989, before me personally appeared Robert M. Wagner 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: 12-31-92

SECOND AMENDMENT TO COVENANTS

COUNTY OF Clark

On this 9th day of Sept, 1989, before me personally appeared D. C. Goshin 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 Commission Expires May 24, 1991

Gary Robinson
Notary Public
Residing at: 1820 W. St. Hwy
My commission expires: May

SECOND ASSIGNMENT TO COVENANTS

Laurence C. Hayden
Signature

16
Lot No.

STATE OF IDAHO
COUNTY OF ADA ss.

On this 11th day of September, 1989, before me personally appeared Laurence 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.

Laurence C. Hayden
Notary Public
Residing at: Boise, Idaho
My commission expires: 2/17/94

Laurence C. Hayden
Signature

16
Lot No.

STATE OF IDAHO
COUNTY OF ADA ss.

On this 11th day of September, 1989, before me personally appeared Laurence 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.



Laurence C. Hayden
Notary Public
Residing at: Boise, Idaho
My commission expires: 2/17/94

SECOND ASSIGNMENT TO COVENANTS



My Commission Expires: 08-12-92

SECOND AMENDMENT TO COVENANTS

74

Davidson, III
Signature

2
Lot No.

STATE OF California
COUNTY OF San Diego ss.

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

David Davidson
Notary Public
Residing at: Escondido
My commission expires: 8-12-92

SECOND AMENDMENT TO COVENANTS

RECORDED BY John E. Telbo
RECORDED 17 17 17
1989 2 43 PM '89
The State of California
County of San Diego
5436 Del Mar Blvd.
San Diego, CA 92121

#180225
5-17-91

THIRD AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
OF CAREFREE SUBDIVISION

COMPACT ☐

INDEXED - DIRECT ☐

INDEXED - INDIRECT ☐

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

I.

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

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

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

THIRD AMENDMENT TO COVENANTS - 1

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

14TH day of FEBRUARY, 1991.

Kevin E. Talbot Lot # 1

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
signature
pages

THIRD AMENDMENT TO COVENANTS - 2

COUNTY
34

#125863
2-18-92

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:

1.

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
21st day of OCTOBER, 1991.

[Signature]
Notary Public

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 Idaho (Idaho)
My commission expires July 1, 1992

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

[Signature]
Notary Public

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.



Notary Public
Residing at [Signature]
My commission expires: [Signature]

plus many
more similar
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 60 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

196410
PONDEROSA TITLE
REQUESTED BY
RECORDED
JUN 4 1964
THE A. D. M. CO.
VALLEY
BLVD.
RECORDED
4/5/64

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.

COE Ruy
(Signature of Lot Owner)

Handwritten Signature
(Signature of Lot Co-Owner)
Lot No. 20

STATE OF IDAHO)
COUNTY OF Valley) ss.

On this 26th day of April, 1993, before
me, a notary public for the State of Idaho, personally appeared
Claire R. Remsburg 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. Duane Rogers
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

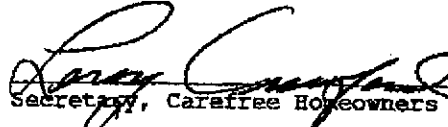
Pursuant to Paragraph G of the Declaration of Protective Covenants of the Carefree Subdivision on file and of record in the office of the Recorder of Valley County, Idaho, as Instrument No. 92259, the undersigned, being more than two-thirds (2/3) of the lot owners in the Carefree subdivision, do hereby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

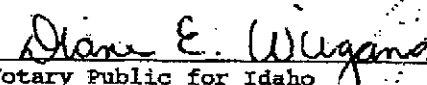

Secretary, Carefree Homeowners Association

STATE OF IDAHO

) ss.

County of Valley

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


Notary Public for Idaho
Residing at McCall, Idaho

243477

Protective Covenants
TYPE: DECLARATION
VALLEY COUNTY RECORDER
BY: D. Wiggand
FEE: 3.00

'99 OCT 7 PM 3 25

ALLIANCE TITLE

RECORDED

#196648
6-15-93

FIFTH 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 $\frac{1}{2}$ 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.

REQUESTED BY: *De J. m. sc*
DATE: *6-15-93*
FILED: *6-15-93*
15663

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)
) ss.
 COUNTY OF Valley)

On this 12 day of February, 1992, before
 me, a notary public for the State of Idaho, personally appeared
GARY N. HOFF AND SHIRLEY 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 Idaho
 My commission expires: 12-19-93

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)
) ss.
 COUNTY OF Ada)

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 Poise Idaho
 My commission expires: 11/2/98

plus
 many more
 signatures
 pages...

#196410
6-04-93

POSTED

SIXTH 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. 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:

1.

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.

SIXTH AMENDMENT TO COVENANTS - 1

196410
POSTEROSA TITLE
RECORDED BY
JUN 9 1964
THE DUPLICATE
OF THE
RECORDED
IN

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

C. O. Ryan
(Signature of Lot Owner)

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

STATE OF IDAHO)
COUNTY OF Valley) ss.

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

L. Duane Rogers
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.

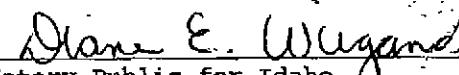

Secretary, Carefree Homeowners Association

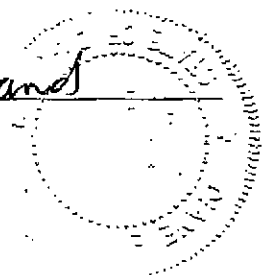
STATE OF IDAHO

) ss.

County of Valley

On this 6th 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 CRAWFORD
VALLEY COUNTY RECORDER
BY: 
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

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. Valtos

Kevin E. Talbot, President

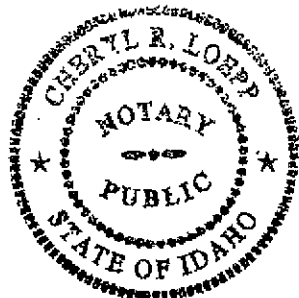
Carefree Subdivision No. 1 Homeowners Association

STATE OF IDAHO

\$5

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.



Charles R. Kepp

Notary Public for Idaho

Residing at Boise, Idaho

com exp 9-25-03

Instrument # 311184

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: 8.00

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:

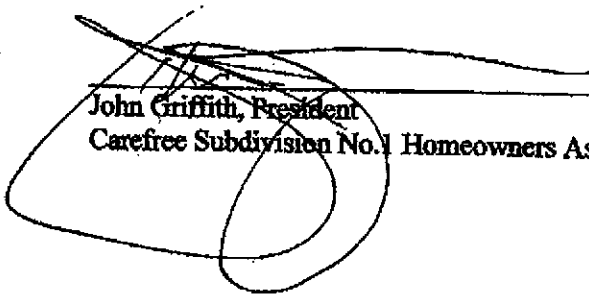
3. **Set Back Lines.** No structure or any part thereof shall be located upon any lot nearer than 50 feet to the front lot line nor nearer than 50 feet to any side street line. No structure shall be located nearer than 25 feet to any interior lot line. No structure or any part thereof shall be located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

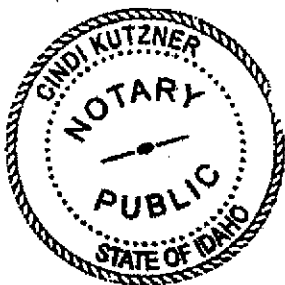

John Griffith, President
Carefree Subdivision No. 1 Homeowners Association

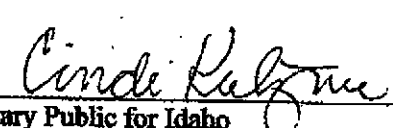
STATE OF IDAHO

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

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 14th 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.

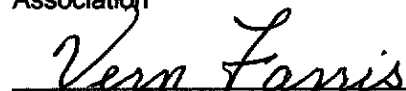
Examples shall be for illustration purposes and are not limiting in any way the overall desire to enhance the value, attractiveness and desirability of the tract. Where applicable, the plural and singular are interchangeable, as are the masculine and feminine.

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.

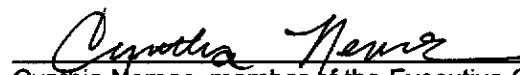
Executed on the 31 day of DECEMBER, 2009.



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 Nemec, member of the Executive Committee
Of Amended Carefree Subdivision Homeowners
Association

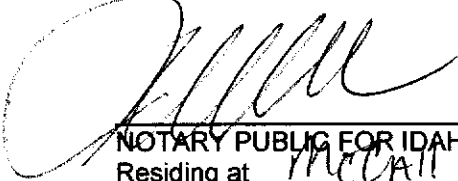
STATE OF IDAHO)

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

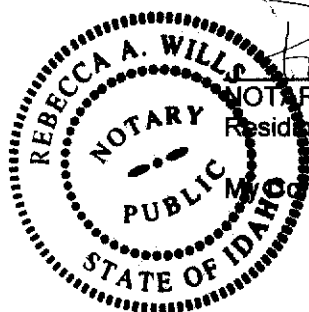
My Commission Expires: 7/10/12

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.




NOTARY PUBLIC FOR IDAHO
Residing at Boise

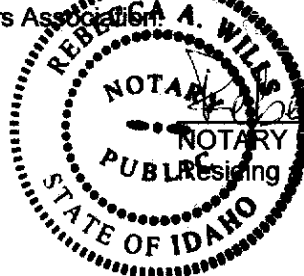
My Commission Expires: 8-1-2012

Reese E. Verner

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

STATE OF IDAHO)
County of Canyon) ss.

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



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

STATE OF IDAHO)
County of Valley) ss.

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

JESSICA L. RUSSELL
NOTARY PUBLIC
STATE OF IDAHO

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

**AMENDMENT TO PROTECTIVE COVENANTS
OF CAREFREE SUBDIVISION**

CAREFREE No. 1 HOMEOWNERS ASSOCIATION

as of March 1, 2014

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

I.

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

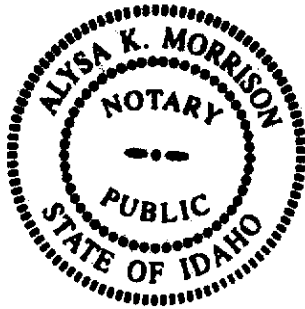
4. Height. No structure of a height of more than 24 feet shall be constructed on any lot on the East side of Comfort Road in Carefree Subdivision No.1, measuring such structure from its highest roof peak to the highest natural lay of the land immediately adjacent to the structure. No single family residence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

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

Vern W. Larriso

President, Carefree #1 Homeowners Association

McCall, Idaho 83638



STATE OF IDAHO, COUNTY OF VALLEY, ON THIS
17th DAY OF June, 20 14 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

