

August 26, 2004

Water Resource  
1301 N Orchard  
Boise, Idaho

Attention: Permit Issue Manager

Re: Bruce and Sherrill Stephens – 123 Whitefoot Lane, McCall

Karl and Kathy Klokke and myself all have property directly adjacent to the property owned by the Stephens. I have been given permission by Kathy Klokke to use their names on this request. The property owned by the Klokke already has an existing spring fed pond and is very close to the hole that was dug by the Stephens. This hole is also being fed by the springs in the meadow. I am on the ridge directly above the hole and ditch dug. My house is on an aquifer well as is all the other homes on the ridge and in the subdivision. We are all concerned that should the Stephens pump water from their hole and ditch, that the water table would be affected and especially the adjacent existing pond water level.

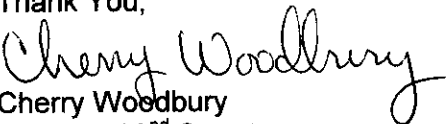
**Thus, we are requesting that your agency contact us by mail or phone should the Stephens apply for any water rights. Notice in the local newspaper is not sufficient as we are retired and not there year round.**

I have enclosed the warranty deed to their property. As can be noted by the highlighted areas, they are part of the Carefree Subdivision and should be abiding by the protective covenants. They are not doing this and have told people they are not part of Carefree. It is my opinion they have done this in order to "do what they want" with lack of concern for the other property owners in the subdivision. It is specific in the covenants that approval from the homeowners association must be obtained to make "any alterations of the natural surface of the land .....etc" Further it states that "each lot owner is required to maintain their lot in its natural state or plant lawns or pasture or a combination thereof." The hole and ditch that they dug is an extreme change to the natural state and was NOT approved by the homeowners. This should never have happened and any further destruction to this wetland meadow should not be permitted.

Again, we are requesting that we be notified directly by your agency should a water rights permit be applied for by Bruce Stephens.

I would welcome any further discussion on this matter and can be reached at one of the numbers below.

Thank You,



Cherry Woodbury  
2218 N. 32<sup>nd</sup> Street  
Boise, ID 83703  
Phone – 433-9705 – Boise  
Phone – 634-7689 – McCall

Karl Klokke  
Kathy Klokke   
1302 N. 17<sup>th</sup> Street  
Boise, ID 83702  
Phone – 336-2607 - Boise

227431  
8/13/97

1264

### WARRANTY DEED

**FOR VALUE RECEIVED**, Robert A. Ain and Diantha Ain, husband and wife, and Robert A. Ain, Jr. and Deborah A. B. Ain, husband and wife, Grantors, do hereby grant, bargain, sell, and convey unto Bruce S. Stephens and Sherrill L. Stephens, husband and wife, Grantees, whose current address is 1 Pearl St. Sp. 9, McCall, Idaho 83638, the following described real property situated in Valley County, Idaho, to-wit:

A parcel situate in the SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 34, T. 18 N., R. 3 E., B.M., Valley County, Idaho, more particularly described as follows:

Commencing at a 5/8" rebar marking the southwest corner of Carefree Subdivision No. 4, as shown on the official plat thereof on file in the office of the Recorder of Valley County, Idaho, in Book 7, on Page 68 of Plats, thence, N. 89° 58' 43" E., 49.19 feet along the south boundary of said Carefree Subdivision No. 4, the REAL POINT OF BEGINNING

thence, continuing N. 89° 58' 43" E., 1,260.15 feet along the south boundary of said Carefree Subdivision No. 4 to its intersection with the line common to Sections 34 & 35, T. 18 N., R. 3 E., B.M., Valley County, Idaho,

thence, S. 0° 30' 56" W., 1,223.66 feet along the line common to said Sections 34 & 35 to an existing fence,

thence, N. 89° 55' 59" W., 73.19 feet along said existing fence,

thence, N. 65° 57' 00" W., 107.00 feet along said existing fence,

thence, S. 67° 27' 00" W., 65.00 feet along said existing fence,

thence, S. 54° 12' 00" W., 23.97 feet along said existing fence,

thence, N. 43° 14' 54" W., 267.14 feet,

thence, N. 45° 16' 30" W., 1,246.15 feet,

thence, N. 14° 05' 00" E., 108.61 feet,

thence, 25.44 feet along a non-tangent curve to the left whose long chord bears N. 48° 11' 14" E., 25.43 feet, whose radius is 203.08 feet and delta angle is 07° 10' 44",

thence, N. 44° 35' 52" E., 34.57 feet to the Point of Beginning, containing 23.624 acres, more or less.

Bearings based on State Plane Grid Azimuth.

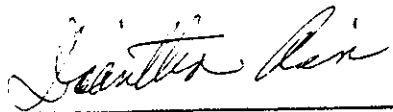
**SUBJECT TO THE ATTACHED EXHIBIT "A"**

To have and to hold the said premises, together with improvements and appurtenances, unto the said Grantees, their heirs and assigns forever. And the said Grantors hereby covenant to and with said Grantees, that they are the owners in fee simple of said premises, that the said premises are

that the said premises are free from all encumbrances except 1997 taxes and assessments and those easements, liens and encumbrances of record, in use, or visible on the property; and, that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 11 day of August, 1997.

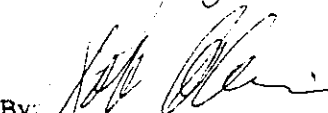
  
 ROBERT A. AIN

  
 DIANTHA AIN

By:   
 ROBERT A. AIN, Attorney-in-Fact for DIANTHA AIN

  
 ROBERT A. AIN, JR.

  
 DEBORAH A. B. AIN

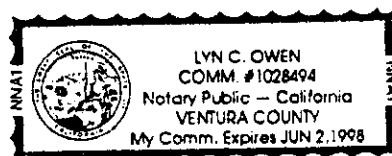
By:   
 ROBERT A. AIN, Attorney-in-Fact for ROBERT A. AIN, JR.

By:   
 ROBERT A. AIN, Attorney-in-Fact for DEBORAH A. B. AIN

STATE OF California )  
 ) ss  
 County of Ventura )

On this 11<sup>TH</sup> day of August, 1997, before me, Lyn C. Owen, a Notary Public in and for said State, personally appeared Robert A. Ain known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

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



  
 NOTARY PUBLIC FOR Ventura County  
 Residing at: Simi Valley, CA  
 My Commission Expires: June 2, 1998

Exhibit "A" - Attachment to Warranty Deed

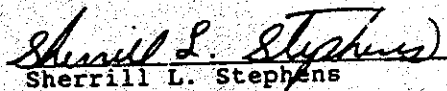
The property on the attached deed is transferred to Grantees, and with Grantees acknowledgement, SUBJECT TO that certain Declaration of Protective Covenants for Carefree Subdivision No. 8, recorded December 27, 1993 as Instrument No. 201144, records of Valley County, Idaho.

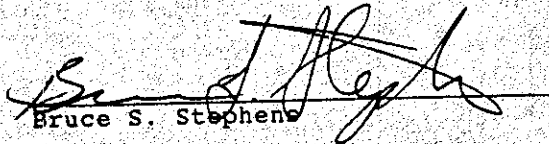
\*\*\*EXCEPT AS FOLLOWS:

The buyers are specifically granted the following exclusions from the Declarations of Covenants:

1. Buyers are limited to 8(eight) large animals, not 4(four).
2. Buyers will not be required to plant trees on the property.
3. Buyers are not required to be or become members of the Home Owner's Association unless they elect to do so, which election may be made by the buyer at any time such covenants are in effect and in force.

CC&R ATTACHMENT TO WARRANTY DEED APPROVED AND ACCEPTED BY:

  
Sherrill L. Stephens

  
Bruce S. Stephens

97 JUN 13 PM 3 19  
FIRST AMERICAN TITLE  
RECORDED



227431  
Doc #10

# DECLARATION OF PROTECTIVE COVENANTS

## CAREFREE SUBDIVISION NO. EIGHT

Valley County, Idaho

KNOW ALL PEOPLE BY THESE PRESENTS:

### A. Application.

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

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

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

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

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

on a recorded map of any part of said tract.

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

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

#### B. The Homeowners Association.

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

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

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

#### 4. Annual Meeting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### C. The Protective Covenants.

The following are the protective covenants hereinabove referred to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No lot may be further subdivided.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

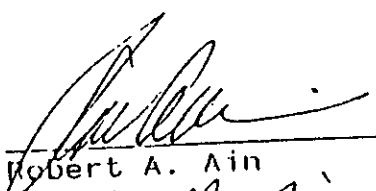
12. Amendments. These covenants may be amended or terminated or parts thereof may be added or deleted, from time to time by the then owners of at least 2/3 of the lots in said tract, by a writing which they execute and cause to be recorded in the office of the County Recorder of Valley County, Idaho.

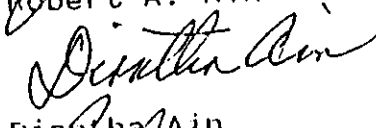
13. Restrictions. The Central District Health Department, 703 1st Street, McCall, Idaho 83638, telephone (208) 634-7194, has placed restrictions on well and septic tank placements on certain lots. Lot owners are hereby directed to contact such department to obtain plans for such placements and septic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

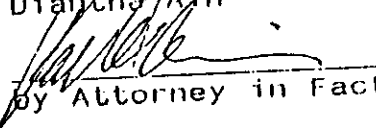
14. Severability and Interpretation. Invalidation of any part of this declaration shall not affect any other part hereof.

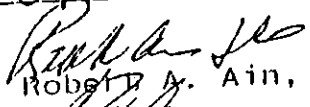
Examples shall be for illustrative purposes and are not limiting in any way the overall desire to enhance the value, attractiveness, and desirability of the tract. Where applicable the plural and singular are interchangeable as are the masculine and feminine.

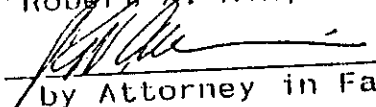
WITNESS WHEREOF, the Declarants have hereunto set their hands to this instrument. This 17<sup>th</sup> day of September, 1993.

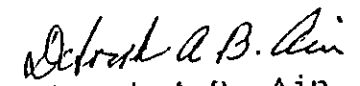
  
Robert A. Ain

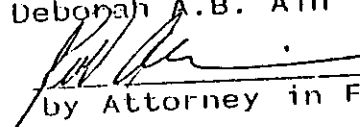
  
Diantha Ain

  
by Attorney in Fact

  
Robert A. Ain, Jr.

  
by Attorney in Fact

  
Deborah A.B. Ain

  
by Attorney in Fact

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

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

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

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

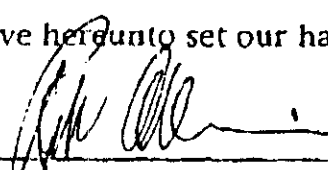
In all other respects said Declaration of Protective Covenants are confirmed, ratified and approved and shall be and remain in full force and effect.

AMENDMENT - 1

TYPE: new  
LELAND COUNTY RECORDER  
VALLEY COUNTY RECORDER  
BY: [Signature]  
FEE: 9.00  
98 AUG 10 AM 11 43  
RECORDED BY [Signature]  
RECORDED

234391

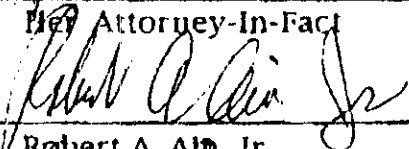
IN WITNESS WHEREOF, we have hereunto set our hands this 4 day  
~~of July~~, 1998,

  
Robert A. Ain

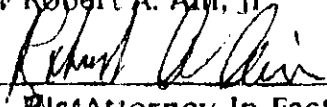
  
Diantha Ain

by

  
Her Attorney-In-Fact

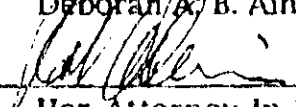
  
Robert A. Ain, Jr.

by

  
His Attorney-In-Fact

  
Deborah A. B. Ain

by

  
Her Attorney-In-Fact

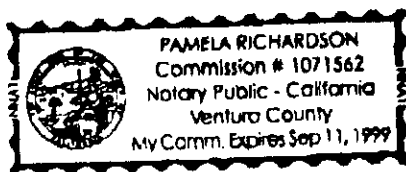
STATE OF CALIFORNIA )

County of Ventura )

)ss.

On this 04<sup>th</sup> day of August, 1998, before me the undersigned Notary Public in and for said State, personally appeared ROBERT A. AIN, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

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



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

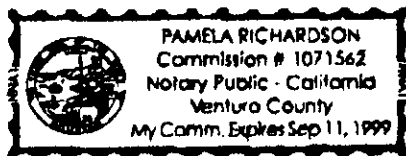
STATE OF CALIFORNIA )

County of Ventura )

)ss.

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

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



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

AMENDMENT - 3

236647  
11/11/98

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

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

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

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

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

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

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

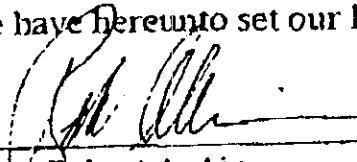
III. That the first paragraph of sub-section 6, Animals, be and the same is hereby amended to read as follows:

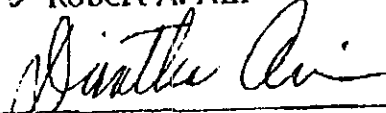
6. Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in such tract other than dogs, cats, llamas, goats or other household pets may be kept, provided that the same are not kept, bred or maintained for commercial purposes. No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

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

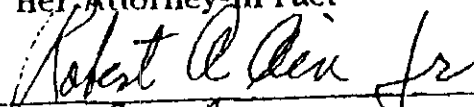
236647  
TYPE: min  
LEAD: ALB  
VALLEY COUNTY RECORDER  
BY: Heath  
FEE: 12.00  
98 NOV 17 AM 9 17  
RECORDED BY Reg Penell  
RECORDED

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

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

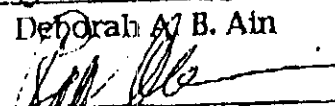
  
\_\_\_\_\_  
Diantha Ain

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

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

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

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

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

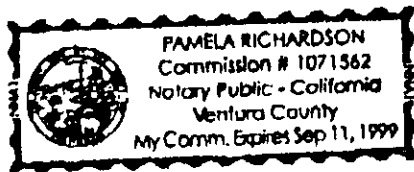
STATE OF CALIFORNIA )

County of VENTURA )

)ss.

On this 12<sup>th</sup> day of November, 1998, before me the undersigned Notary Public in and for said State, personally appeared ROBERT A. AIN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



*Pamela Richardson*

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

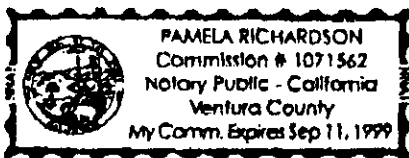
STATE OF CALIFORNIA )

County of VENTURA )

)ss.

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

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



*Pamela Richardson*

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

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

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

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

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

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

TYPE: None  
LELAND COUNTY  
VALLEY COUNTY RECORDER  
BY: [Signature]  
FEE: 4.00  
98 JUN 10 AM 11 43  
RECORDED BY [Signature]  
RECORDED

234391

236647  
11/11/98

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

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

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

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

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

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

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

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

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

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

236647  
TYPE: new  
LEGAL ADDRESS  
VALLEY COUNTY RECORDER  
BY: [Signature]  
FEE: 12.00  
78 NOV 17 9 17  
RECORDED BY Bob Penwell  
RECORDED