

SUBDIVISION NAME: PONDEROSA SIORES  
LEGAL DESCRIPTION: Parts Sec 1, T13 N R3E (110 acres - 103 lots)

PLAT NO:

For the Valley County Recorder  
REMOVAL OF THE SANITARY RESTRICTION (ref. 50-1326-1329, Idaho Code)

I (we), Rauline Engineering, <sup>report</sup> have submitted plans for water supply and sewage disposal for PONDEROSA SIORES, a residential subdivision, to the Central District Health Department. The plans proposed are essentially as described below:

\*\*\*\*\*

1. Lots shall be developed with individual sewage disposal systems and individual or shared wells.
2. Wells shall be installed by licensed well drillers and they shall be placed at least 100 feet from any sewage drainfield.
3. All sewage disposal systems require a permit from the Central District Health Department. Standard drainfields shall be designed at a rate of not less than 200 square feet of drainage trench per bedroom. No lots shall be developed or divided in such a way that a maximum drainfield area in excess of 800 square feet is required.

Maximum depth of drainfield trenches shall be three (3) feet.

Lots 1-7, 11, 20-27, 30-32, 35-39, 41-47, 50, 51, 81-88, and 92 have special development problems.

Sewage drainfields on lots 11, 81-88, are to be kept 100' feet from the axis of the drainage transversing them. Drainfields on lots 1-5, 25, and 26 shall be kept 50' from the axis of the drainage transversing them.

Lots 5-7, 30, 31, 38, 39, 44-47 and 92 have shallow rock areas that must be avoided.

The remainder of the lots have steep areas that must be avoided or special drainfield/well locations required to avoid conflict with their neighbors. The special requirement for these lots can be viewed at Central District Health Department's Valley Co. business office.

I am the subdivision owner ( ), sponsor ( ), engineer (X), and for the above purposes am authorized to represent all interests in this subdivision. All buyers shall be advised of these requirements.

SIGNATURE [Signature] DATE 1/27/77

ACKNOWLEDGEMENT  
\*\*\*\*

STATE OF IDAHO )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1977, before me the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho

I, Arnold H. Stupak, a registered Environmental Health Specialist in the State of Idaho, and authorized to represent the Central District Health Department, believe that the above plans are consistent with current public health laws, regulations, and/or standards.

Our department is approving plans we have received and, stipulating that the above be met, consider the sanitary restriction SATISFIED for this subdivision.

SIGNATURE Arnold H. Stupak DATE Jan 27, 1977

ACKNOWLEDGEMENT  
\*\*\*\*

STATE OF IDAHO )  
COUNTY OF Blaine ) ss

On this 27 day of January, 1977, before me the undersigned Notary Public in and for said State, personally appeared Arnold H. Stupak 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 mentioned.

James P. [Signature]  
Notary Public for Idaho  
Residing at Blaine, Idaho

91189  
4-4-77

PROTECTIVE RESTRICTIONS AND COVENANTS  
PONDEROSA SHORES SUBDIVISION  
VALLEY COUNTY, IDAHO

BE IT KNOWN that the undersigned, LANDALE CORPORATION, an Idaho corporation, is the owner and holder of the title in fee simple of all that certain real estate situated in Valley County, Idaho, more particularly described in the plat of PONDEROSA SHORES SUBDIVISION, recorded on the 12 day of APRIL, 1977, as Instrument No. 91186, in Book 6 of Plats at Page 24, records of Valley County, Idaho, and hereby adopts the following protective restrictions and covenants (hereinafter sometimes referred to as "covenants") to apply to all of the said real property:

GENERAL PROVISIONS

1. These covenants shall attach to and run with the real property in said subdivisions and shall be binding on all persons who at any time hereafter and from time to time own or claim any right, title or interest in and to said real property, any and all of whom shall hereinafter sometimes be referred to as "Grantee". By acceptance of any conveyance of any property in said subdivision the Grantee and Grantee's heirs, personal representatives, successors, and assigns, covenant with the Grantor, and its successors and assigns, and with all other Grantees or subsequent owners of property in said subdivision, that these covenants shall inure to the benefit of and be binding upon all such parties.

RESUBDIVISION

In consideration of the approval of said plat in accordance with suburban subdivision standards applicable to Valley County subdivision, the plat shall not be amended by re-subdivision or re-subdivided by metes and bounds description without first obtaining the approval of the applicable zoning authorities of Valley County, Idaho, of the proposed re-subdivision, so as to assure compliance with Valley County standards.

RESIDENTIAL USE OF LAND

3. All lots in said subdivision shall be known and described as residential lots, and said lots or any part thereof or any structure placed thereon shall not be used for any commercial purposes, but the use of said lots shall be limited solely to residential purposes.

STRUCTURES

4. No structure shall be permitted to remain upon any lot other than a single-family dwelling, or an outbuilding, both as herein defined, the size, location, and nature of which shall be as herein prescribed, as follows:

SIZE AND COST

(a) No dwelling shall be permitted on any lot at a cost or value of less than \$15,000.00, including well, based upon cost levels prevailing at the time these covenants are recorded, it being the

intention and purpose hereof to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The height and layout of dwellings shall be in accordance with applicable zoning laws and regulations.

OUTBUILDINGS

(b) All outbuildings shall be constructed of good quality building materials, and shall be of good quality and character that will be in harmony with other buildings on said property. No outbuilding shall be placed so as to obstruct the windows or light of any adjoining property owner in said subdivision. No livestock barns shall be permitted.

BUILDING MATERIALS

(c) All buildings (including outbuildings) erected upon any building site in this subdivision shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in the subdivision, and may be constructed of any material so long as it blends with the natural surroundings.

LOCATION

(d) Except where terrain and topography make such impractical, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side or back line. For the purposes of this covenant, caves, steps, and open porches shall be considered as a part of a building.

TEMPORARY STRUCTURES

(e) No structure of a temporary character, such as a shack, tent, or basement only, and no outbuilding, shall be used on any lot as a dwelling, either temporarily or permanently. No motor home, camper, trailer, or mobile home shall be used as a dwelling either temporarily or permanently; except temporary use of a recreational vehicle for no more than two weeks during any one month period shall be permitted.

NUISANCES

5. Nothing of an offensive, dangerous, odorous or noisy kind shall be conducted or carried on nor shall anything be done or permitted in said subdivision which may be or become an annoyance or nuisance to the other property owners in said subdivision. Weeds shall be kept cut and portions of any lot not in use for lawn or otherwise shall be kept trimmed and in a neat and orderly condition.

ANIMALS

6. Keeping or raising of hogs, goats, sheep, or other offensive smelling animals shall be prohibited. No property owner shall keep any animals in such numbers as to create unsightliness, excessive noise, offensive odors or dangerous conditions. No animals shall be kept upon any lot for any commercial purpose. Vicious, dangerous and unmanageable dogs shall not be permitted.

appliances or unsightly material of any sort or nature, or junk automobiles shall be kept on any of said premises. Storage of any machinery, trailers, trucks, boats, automobiles and appliances unless for a temporary period, shall be concealed in a structure so that the same shall not constitute an unsightly or offensive condition. No machinery, building equipment, or building material shall be stored upon a site until the Grantee is ready and able to commence the construction with respect to such building upon which such building material will be used, then such building material shall be placed within the property line of such building site upon which the structure is to be erected.

PROSECUTION  
OF WORK

11. The construction of all dwellings or outbuildings shall be diligently and continuously carried on from the time of commencement thereof and shall be completed within 12 months of the date of commencement of construction unless such completion is prevented by causes beyond the reasonable control of the Grantee.

FENCES

12. No fence, hedge or boundary wall situated anywhere upon a building site shall have a height greater than six (6) feet above the ground graded surface where such fence, hedge or wall is situated. No barbed wire shall be used on any of such fences and all fences of whatever kind or nature, wire, wire mesh or otherwise, shall be kept and maintained in good repair and appearance so as to be inoffensive to other property owners in said subdivision and to serve their purpose.

SIGNS

13. No signs or billboards of any kind or for any use shall be erected, posted or displayed upon any building site. The name of a resident of a dwelling house upon a building site may be displayed upon a name or address plaque. The Grantor reserves the right to display signs upon lots or building sites remaining in the ownership of the Grantor during the period that those building sites are for sale by the Grantor or its agents.

UTILITIES

14. All utilities requiring the use of transmission wires or lines shall be constructed, installed, and maintained underground except for the electrical lines already in existence as of the date of recording of this instrument. Grantor hereby covenants, on behalf of itself and its successors and assigns, to and with the original purchaser of each lot within PONDEROSA SHORES SUBDIVISION, that Grantor shall at its expense bring, or cause to be brought, underground electrical power lines to a point in the street on which said lot abuts, and such work shall be completed within one (1) year after receipt of full payment for said lot, unless otherwise agreed in writing between Grantor and

EASEMENTS

7. All lots are subject to a 10' wide public utilities and drainage easement located inside all lot lines along roads and the subdivision boundary, and centered (10' on each side of the lot line) along all interior lot lines, as indicated on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

WATER

8. The Grantor is under no obligation to deliver domestic or irrigation water, or to furnish rights of way in connection with the delivery of domestic or irrigation water to any lot or building site in these subdivisions. It is contemplated that domestic and irrigation water for use at any lot shall be supplied by the Grantee and shall originate from a well to be drilled and excavated by the Grantee at Grantee's expense. Such wells shall be constructed and located in all respects in accordance with applicable state and local health and safety laws and regulations, and the location of each well shall meet the requirements of the Central District Health Department and shall be in accordance with the "Removal of the Sanitary Restriction" recorded January 27, 1977, as Instrument No. 90605, records of Valley County, State of Idaho.

SEWAGE DISPOSAL

9. All bathroom, sink and toilet facilities shall be located inside the dwelling or other suitable appurtenant outbuilding, and shall be connected by underground pipe with a private septic tank, placed at a depth and made of a type construction and located at such point as may be in accordance with applicable health and safety laws and regulations, and shall meet the requirements of the Central District Health Department and shall be in accordance with the "Removal of the Sanitary Restriction" recorded January 27, 1977, as Instrument No. 90605, records of Valley County, State of Idaho. All necessary approvals of applicable governmental agencies and bodies shall be obtained prior to construction of such sewage disposal facilities. Grantor shall have no obligation to construct any sewage disposal systems or provide any connection thereto.

REFUSE AND DUMPING

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, abandoned automobile bodies, or other waste material. All such materials shall be kept in sanitary containers. All incinerators (if permitted by law) and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No junk machinery, trailers, trucks,

said lot purchaser. This covenant shall also inure to the benefit of, and shall be enforceable by, the original purchaser's successors in ownership of any lot. It shall be the responsibility of the lot owner, however, to connect to the underground electrical power line at its location in the abutting street, and to bring such power from the point of connection at the street to the point of connection with such lot owner's electricity-consuming facilities upon said lot.

ENFORCEMENT

15. If any party shall violate or attempt to violate any of the covenants herein contained, and shall persist in such violation or attempt after ten days' notice in writing served or delivered upon such party, then any other person or persons owning any real property in said subdivision may prosecute any proceedings at law or in equity against such party, either to prevent such violation or to recover damages therefor, and in any such proceedings the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the other party or parties.

EXCAVATIONS;  
TREE REMOVAL

16. No excavation for stone, sand, gravel, or or minerals, shall be made upon a property nor shall any trees be cut down or removed unless such excavation or removal of trees is necessary in connection with the erection of an improved structure thereon; PROVIDED, this covenant shall not be construed to prevent removal of any trees where such removal is necessary due to disease of the tree or in order to prevent a hazard to health or safety.

INVALIDATION

17. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants or provisions hereof, all of which shall remain in full force and effect.

TERM;

AMENDMENTS

18. These covenants shall remain in force and effect and run with the land for twenty (20) years from the date the same are recorded, after which time said covenants shall be automatically extended for an additional ten (10) years unless an instrument containing an agreement changing the same in whole or in part, or terminating the same, which is signed by the owners of a majority of the lots in said subdivision, has been recorded. These protective restrictions and covenants may be amended, from time to time, with respect to any part or portion thereof, providing at least three-fourths of the property owners as of the date of said amendments consent thereto in writing, duly executed and recorded, and providing such proposed amendments shall have been first approved in writing by the applicable governmental planning and zoning agencies.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed effective as of the 1<sup>st</sup> day of April, 1977.

LANDALE CORPORATION

By *Walter Josephson*  
President

ATTEST:  
*Walter Josephson*  
Secretary

STATE OF IDAHO )  
COUNTY OF VALLEY ) ss.

On this 1<sup>st</sup> day of April, 1977, before me, the undersigned, a Notary Public in, and for said State, personally appeared Dale T. Josephson and Dale T. Josephson, known to me to be the President and Secretary, respectively, of the corporation which executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

Robert E. Colson, Notary  
My Comm. Expires 11-28-77

*Robert E. Colson*  
Notary Public for Idaho  
Residing at Carlsbad, Id



91189

STATE OF IDAHO  
County of Blaine

I hereby certify that the foregoing  
was filed for record in the office of

Dale T. Josephson

at \_\_\_\_\_ 9 \_\_\_\_\_

of \_\_\_\_\_ A. \_\_\_\_\_ 4 \_\_\_\_\_

City of \_\_\_\_\_ April \_\_\_\_\_ 1977

In my office \_\_\_\_\_ and in

at \_\_\_\_\_ Misc.

J. W. Crutcher

County Recorder

By \_\_\_\_\_ Deputy

Fee \$ 6.00

21 N. Orchard St., Boise 04

4  
2  
1  
INDEXED  
INDEXED  
DO NOT WRITE IN THESE SPACES

**FIRST AMENDMENT TO**  
**PROTECTIVE RESTRICTIONS AND COVENANTS**  
**PONDEROSA SHORES SUBDIVISION**  
**VALLEY COUNTY, IDAHO**

WHEREAS, on the 1st day of April, 1977, a plat of PONDEROSA SHORES SUBDIVISION was recorded as Instrument No. 91186, in Book 6 of Plats at Page 24, records of Valley County, Idaho; and

WHEREAS, on the 4<sup>th</sup> day of April, 1977, certain PROTECTIVE RESTRICTIONS AND COVENANTS covering all of the real property in said platted subdivision were filed and recorded as Instrument No. 91189, records of Valley County, Idaho; and

WHEREAS, paragraph 18 of said covenants provides for the expiration of said covenants and restrictions on or before April 3, 2007; and

WHEREAS, the undersigned property owners of the said Ponderosa Shores Subdivision desire that the said Protective Restrictions and Covenants not expire, but rather continue in full force and effect as a vital measure for the protection of the property values in said subdivision;

NOW, THEREFORE, we, the undersigned property owners of Ponderosa Shores Subdivision, Valley County, Idaho, hereby agree to the amendment of said Protective Restrictions and Covenants to provide that they continue in full force and effect perpetually, unless terminated or amended by an instrument executed by the owners of a majority of the lots in the subdivision.

<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>James B. Terry</u>	<u>3-8-07</u>	<u>87</u>
<u>James B. Terry</u>	<u>3-8-07</u>	<u>88</u>
<u>Paul D. ...</u>	<u>3-12-07</u>	<u>52</u>
<u>Roy Howard</u>	<u>3/19/07</u>	<u>1</u>
<u>[Signature]</u>	<u>3-26-07</u>	<u>60</u>

Instrument # 319767  
VALLEY COUNTY, CASCADE, IDAHO  
2007-03-26 11:24:55 No. of Pages: 22  
Recorded for: RINDAL, GARY  
ARCHIE N. BANBURY  
Ex-Officio Recorder Deputy  
Index to: RESTRICTIVE COVENANT  
Fee: 66.00  
*[Signature]*

**FIRST AMENDMENT TO**  
**PROTECTIVE RESTRICTIONS AND COVENANTS**  
**PONDEROSA SHORES SUBDIVISION**  
**VALLEY COUNTY, IDAHO**

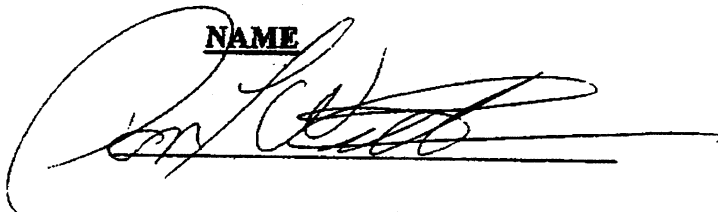
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WHEREAS, on the 4<sup>th</sup> day of April, 1977, certain PROTECTIVE RESTRICTIONS AND COVENANTS covering all of the real property in said platted subdivision were filed and recorded as Instrument No. 91189, records of Valley County, Idaho; and

WHEREAS, paragraph 18 of said covenants provides for the expiration of said covenants and restrictions on or before April 3, 2007; and

WHEREAS, the undersigned property owners of the said Ponderosa Shores Subdivision desire that the said Protective Restrictions and Covenants not expire, but rather continue in full force and effect as a vital measure for the protection of the property values in said subdivision;

NOW, THEREFORE, we, the undersigned property owners of Ponderosa Shores Subdivision, Valley County, Idaho, hereby agree to the amendment of said Protective Restrictions and Covenants to provide that they continue in full force and effect perpetually, unless terminated or amended by an instrument executed by the owners of a majority of the lots in the subdivision.

<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
	3/9/07	38
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**FIRST AMENDMENT TO**  
**PROTECTIVE RESTRICTIONS AND COVENANTS**  
**PONDEROSA SHORES SUBDIVISION**  
**VALLEY COUNTY, IDAHO**

**WHEREAS**, on the 1st day of April, 1977, a plat of **PONDEROSA SHORES SUBDIVISION** was recorded as Instrument No. 91186, in Book 6 of Plats at Page 24, records of Valley County, Idaho; and

**WHEREAS**, on the 4<sup>th</sup> day of April, 1977, certain **PROTECTIVE RESTRICTIONS AND COVENANTS** covering all of the real property in said platted subdivision were filed and recorded as Instrument No. 91189, records of Valley County, Idaho; and

**WHEREAS**, paragraph 18 of said covenants provides for the expiration of said covenants and restrictions on or before April 3, 2007; and

**WHEREAS**, the undersigned property owners of the said Ponderosa Shores Subdivision desire that the said Protective Restrictions and Covenants not expire, but rather continue in full force and effect as a vital measure for the protection of the property values in said subdivision;

**NOW, THEREFORE**, we, the undersigned property owners of Ponderosa Shores Subdivision, Valley County, Idaho, hereby agree to the amendment of said Protective Restrictions and Covenants to provide that they continue in full force and effect perpetually, unless terminated or amended by an instrument executed by the owners of a majority of the lots in the subdivision.

<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>John Glisson (John Glisson)</u>	<u>3/11/07</u>	<u>69</u>
<u>Wesley Glisson</u>	<u>3/11/07</u>	<u>69</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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**PONDEROSA SHORES SUBDIVISION**  
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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>Wilma Hamon</u>	<u>3/7/07</u>	<u>45</u>
<u>Ralph Sutory Carl.</u>	<u>3/7/07</u>	<u>6</u>
<u>Wm. R. Anderson</u>	<u>3-8-07</u>	<u>56</u>
<u>Dora L. Bell</u>	<u>3-8-07</u>	<u>46</u>
<u>Dora L. Bell</u>	<u>3-8-07</u>	<u>47</u>
<u>William R. Thompson</u>	<u>3-8-07</u>	<u>55</u>

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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>Allen Westhoff</u>	<u>3/7/07</u>	<u>14 &amp; 24</u>
<u>Sandra Westhoff</u>	<u>3/7/07</u>	<u>14<sup>2nd</sup> &amp; 24</u>
<u>John + Cheryl Bernice</u>	<u>3-7-07</u>	<u>43</u>
<u>Don Woodall</u>	<u>3-7-07</u>	<u>96</u>
<u>Ernest Woodall</u>	<u>3-7-07</u>	<u>99</u>
<u>Lawrence Jenkins</u>	<u>3/7/07</u>	<u>18</u>

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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u><i>[Signature]</i></u>	<u>3/6/07</u>	<u>#20</u>
<u><i>Stan Seade</i></u>	<u>3/6/07</u>	<u>#20</u>
<u><i>Miriam Hanson</i></u>	<u>3/8/07</u>	<u>#30-30</u>
<u> </u>	<u> </u>	<u> </u>
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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>Annell M. Heath</u>	<u>3-12-07</u>	<u>22</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



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**VALLEY COUNTY, IDAHO**

**WHEREAS**, on the 1st day of April, 1977, a plat of **PONDEROSA SHORES SUBDIVISION** was recorded as Instrument No. 91186, in Book 6 of Plats at Page 24, records of Valley County, Idaho; and

**WHEREAS**, on the 4<sup>th</sup> day of April, 1977, certain **PROTECTIVE RESTRICTIONS AND COVENANTS** covering all of the real property in said platted subdivision were filed and recorded as Instrument No. 91189, records of Valley County, Idaho; and

**WHEREAS**, paragraph 18 of said covenants provides for the expiration of said covenants and restrictions on or before April 3, 2007; and

**WHEREAS**, the undersigned property owners of the said Ponderosa Shores Subdivision desire that the said Protective Restrictions and Covenants not expire, but rather continue in full force and effect as a vital measure for the protection of the property values in said subdivision;

**NOW, THEREFORE**, we, the undersigned property owners of Ponderosa Shores Subdivision, Valley County, Idaho, hereby agree to the amendment of said Protective Restrictions and Covenants to provide that they continue in full force and effect perpetually, unless terminated or amended by an instrument executed by the owners of a majority of the lots in the subdivision.

<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>Rodger D. Havel</u>	<u>3/14/07</u>	<u>91</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FIRST AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
PONDEROSA SHORES SUBDIVISION  
VALLEY COUNTY, IDAHO

WHEREAS, on the 1st day of April, 1977, a plat of PONDEROSA SHORES SUBDIVISION was recorded as Instrument No. 91185, in Book 5 of Plats at Page 24, records of Valley County, Idaho; and

WHEREAS, on the 4<sup>th</sup> day of April, 1977, certain PROTECTIVE RESTRICTIONS AND COVENANTS covering all of the real property in said platted subdivision were filed and recorded as Instrument No. 91189, records of Valley County, Idaho; and

WHEREAS, paragraph 18 of said covenants provides for the expiration of said covenants and restrictions on or before April 3, 2007; and

WHEREAS, the undersigned property owners of the said Ponderosa Shores Subdivision desire that the said Protective Restrictions and Covenants not expire, but rather continue in full force and effect as a vital measure for the protection of the property values in said subdivision;

NOW, THEREFORE, we, the undersigned property owners of Ponderosa Shores Subdivision, Valley County, Idaho, hereby agree to the amendment of said Protective Restrictions and Covenants to provide that they continue in full force and effect perpetually, unless terminated or amended by an instrument executed by the owners of a majority of the lots in the subdivision.

<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<i>Richard J. Sudech</i>	<i>03/12/07</i>	<i># 21</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**FIRST AMENDMENT TO**  
**PROTECTIVE RESTRICTIONS AND COVENANTS**  
**PONDEROSA SHORES SUBDIVISION**  
**VALLEY COUNTY, IDAHO**

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WHEREAS, on the 4<sup>th</sup> day of April, 1977, certain PROTECTIVE RESTRICTIONS AND COVENANTS covering all of the real property in said platted subdivision were filed and recorded as Instrument No. 91189, records of Valley County, Idaho; and

WHEREAS, paragraph 18 of said covenants provides for the expiration of said covenants and restrictions on or before April 3, 2007; and

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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>E. Maier (Eric Maier)</u>	<u>3/12/07</u>	<u># 26</u>
<u>E. Maier (Eric Maier)</u>	<u>3/12/07</u>	<u># 27</u>
<u>E. Maier (Eric Maier)</u>	<u>3/12/07</u>	<u># 28</u>
<u>Bird Selvig</u>	<u>3/10/07</u>	<u># 34</u>
<u>Eric Titcomb</u>	<u>3-11-07</u>	<u># 93</u>
<u>Janette Cheek</u>	<u>3/12/07</u>	<u># 68</u>

**FIRST AMENDMENT TO**  
**PROTECTIVE RESTRICTIONS AND COVENANTS**  
**PONDEROSA SHORES SUBDIVISION**  
**VALLEY COUNTY, IDAHO**

**WHEREAS**, on the 1st day of April, 1977, a plat of **PONDEROSA SHORES SUBDIVISION** was recorded as Instrument No. 91186, in Book 6 of Plats at Page 24, records of Valley County, Idaho; and

**WHEREAS**, on the 4<sup>th</sup> day of April, 1977, certain **PROTECTIVE RESTRICTIONS AND COVENANTS** covering all of the real property in said platted subdivision were filed and recorded as Instrument No. 91189, records of Valley County, Idaho; and

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**WHEREAS**, the undersigned property owners of the said Ponderosa Shores Subdivision desire that the said Protective Restrictions and Covenants not expire, but rather continue in full force and effect as a vital measure for the protection of the property values in said subdivision;

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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>Rad Larner</u>	<u>3/3/07</u>	<u>9</u>
<u>Ken Rich</u>	<u>3/3/07</u>	<u>32</u>
<u>Ken Rich</u>	<u>3/3/07</u>	<u>80</u>
<u>William Bee</u>	<u>3/3/07</u>	<u>78</u>
<u>Lang Rentsch</u>	<u>3/3/07</u>	<u>90</u>
<u>Harvey G. Leubsdorf</u>	<u>8 Mar 07</u>	<u>49</u>

**FIRST AMENDMENT TO**  
**PROTECTIVE RESTRICTIONS AND COVENANTS**  
**PONDEROSA SHORES SUBDIVISION**  
**VALLEY COUNTY, IDAHO**

WHEREAS, on the 1st day of April, 1977, a plat of PONDEROSA SHORES SUBDIVISION was recorded as Instrument No. 91186, in Book 6 of Plats at Page 24, records of Valley County, Idaho; and

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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>Michael R. [Signature]</u>	<u>3/3/07</u>	<u>84</u>
<u>Michael R. [Signature]</u>	<u>3/3/07</u>	<u>85</u>
<u>Michael R. [Signature]</u>	<u>3/3/07</u>	<u>86</u>
<u>Michael R. [Signature]</u>	<u>3/3/07</u>	<u>92</u>
<u>Donald Rindal</u>	<u>3/3/07</u>	<u>89</u>
<u>Jay B. Matthews</u>	<u>3/6/07</u>	<u>39</u>

**FIRST AMENDMENT TO**  
**PROTECTIVE RESTRICTIONS AND COVENANTS**  
**PONDEROSA SHORES SUBDIVISION**  
**VALLEY COUNTY, IDAHO**

WHEREAS, on the 1st day of April, 1977, a plat of PONDEROSA SHORES SUBDIVISION was recorded as Instrument No. 91186, in Book 6 of Plats at Page 24, records of Valley County, Idaho; and

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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>Wood Viola Ward</u>	<u>3-3-07</u>	<u>29</u>
<u>Wood Viola Ward</u>	<u>3-3-07</u>	<u>70</u>
<u>Wood Viola Ward</u>	<u>3-3-07</u>	<u>71</u>
<u>Wood Viola Ward</u>	<u>3-3-07</u>	<u>76</u>
<u>James P. Burgess Jr.</u>	<u>3/3/07</u>	<u>62</u>
<u>Steve R. Olson Jr.</u>	<u>3/5/07</u>	<u>101</u>

**FIRST AMENDMENT TO**  
**PROTECTIVE RESTRICTIONS AND COVENANTS**  
**PONDEROSA SHORES SUBDIVISION**  
**VALLEY COUNTY, IDAHO**

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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u><i>Robert M. Meyer</i></u>	<u>3/5/07</u>	<u>100</u>
<u><i>Marta J. Meyer</i></u>	<u>3/5/07</u>	<u>100</u>
<u><i>Jack Whitman</i></u>	<u>3/7/07</u>	<u>63</u>
<u><i>Kevin S. Johnson</i></u>	<u>3/12/07</u>	<u>65</u>
_____	_____	_____
_____	_____	_____

**FIRST AMENDMENT TO**  
**PROTECTIVE RESTRICTIONS AND COVENANTS**  
**PONDEROSA SHORES SUBDIVISION**  
**VALLEY COUNTY, IDAHO**

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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>Eugene P. Plunka</u>	<u>3/7/07</u>	<u>64</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



**FIRST AMENDMENT TO**  
**PROTECTIVE RESTRICTIONS AND COVENANTS**  
**PONDEROSA SHORES SUBDIVISION**  
**VALLEY COUNTY, IDAHO**

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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u><i>D. D. Taylor</i></u>	<u>3-5-07</u>	<u>66</u>
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_____	_____	_____
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**PONDEROSA SHORES SUBDIVISION**  
**VALLEY COUNTY, IDAHO**

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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>Angela Hyatt</u>	<u>5 Mar 2007</u>	<u>53</u>
<u>Carol L. Hyatt</u>	<u>3/5/07</u>	<u>53</u>
<u> </u>	<u> </u>	<u> </u>
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**FIRST AMENDMENT TO**  
**PROTECTIVE RESTRICTIONS AND COVENANTS**  
**PONDEROSA SHORES SUBDIVISION**  
**VALLEY COUNTY, IDAHO**

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<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>Donald B. Harris</u>	<u>3/4/7</u>	<u>7</u>
<u>Donald B. Harris</u>	<u>3/4/7</u>	<u>8</u>
<u>Donald B. Harris</u>	<u>3/4/7</u>	<u>10</u>
<u>Donald Brent Harris</u>	<u>3/4/7</u>	<u>94</u>
<u>Deisee L. Hill</u>	<u>3/4/7</u>	<u>4</u>
<u>Deisee L. Hill</u>	<u>3/4/7</u>	<u>5</u>

<u>NAME</u>	<u>DATE</u>	<u>LOT</u>
<u>Shirley Cozmann</u>	<u>3/5/07</u>	<u>42</u>
<u>Michael J. Johnson</u>	<u>3/6/07</u>	<u>13</u>
<u>Michael J. Johnson</u>	<u>3-6-07</u>	<u>37</u>
<u>Susan K. O'Keefe</u>	<u>3-6-07</u>	<u>3</u>
<u>James L. McColmont</u>	<u>3-9-07</u>	<u>12</u>
<u>James L. McColmont</u>	<u>3-9-07</u>	<u>35</u>
<u>James L. McColmont</u>	<u>3-9-07</u>	<u>36</u>
<u>Steven A. Hill</u>	<u>3-16-07</u>	<u>72</u>
<u>Steven A. Hill</u>	<u>3-16-07</u>	<u>73</u>
<u> </u>	<u> </u>	<u> </u>
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NAME

DATE

LOT

Lt J Matthews

3/6/07

40


NAME

DATE

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3/8/07

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STATE OF IDAHO )  
                                  : Ss.  
County of Valley )

On this 26 day of March, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary T. Rindal, known or identified to me to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereby subscribed my name and affixed my official seal the date and year in this certificate first above written.



[Signature]  
Notary Public for Idaho  
Residing at Cascade  
My Commission Expires: 10-15-2010