

**REVISED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR ELKHORN RIDGE ESTATES**

THIS REVISED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 1<sup>st</sup> day of June, 2016, by Wayne Klein, Receiver for Elkhorn Ridge, LLC, a limited liability company in receivership.

1. Real Property Description. The real property subject to this Declaration consists of:

Lots 1 through 48 Elkhorn Ridge Estates Subdivision, according to the official plat thereof, as recorded in the Oneida County, Idaho, Recorder's Office, Instrument #141595.

2. Restated Declaration. Declarant, as the court-appointed Receiver in control of the real property described above, is recording this Declaration to establish restrictions, covenants, and conditions on the development of Elkhorn Ridge Estates, a planned community. This Declaration is a revision and complete restatement of the *Declaration of Covenants, Conditions, and Restrictions for Elkhorn Ridge Estates*, as originally recorded in the Oneida County, Idaho, Recorder's Office, as Instrument #141594.

3. Declaration of Purpose and Intent. The Declaration is for the benefit of the property and for each owner thereof, and shall inure to the benefit of and pass with said property. The Declaration is to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to ensure the highest and best development of said property; to encourage and secure the erection of attractive structures thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

4. Maintenance and Control Over Common Areas. An entity called Elkhorn Ridge Estates Homeowners Association will be created to own, operate, and/or maintain various

common areas and community improvements and to administer and enforce this Declaration.

The Association shall be comprised of all Elkhorn Ridge Estates property owners.

5. General Prohibited Uses. No trade or noxious or offensive activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. Buildings and Improvements.

a. Residential Dwellings. Each home site shall be limited to one family dwelling and one guest dwelling which shall be no larger than one-half the floor space of the family dwelling. Minimum floor space of the family dwelling on each lot must not be less than 1,200 square feet on its main floor. No manufactured housing may be installed or stored on the property except when the following conditions are satisfied: i) the home must have been manufactured within five years prior to installation at Elkhorn Ridge, ii) the home must be pleasing in appearance, and iii) the current owners of all existing Elkhorn Ridge lots agree to the exception by written notice.

b. Outbuildings. Small outbuildings may be constructed for storage of recreational vehicles, as tack houses, or for similar purposes, provided that their structure and appearance is consistent with the look of the neighborhood. No metal sheds or buildings may be constructed or stored on the property. A single greenhouse, not to exceed 150 square feet in size, may be constructed provided that: i) the structure and appearance is visually appealing and well-maintained, ii) it is not within 20 feet of any road, and iii) if it is placed within 20 feet of any property line, the adjacent property owner has consented in writing to its location and appearance.

c. Commercial Structures Prohibited. No structures may be erected or used on the property for any commercial activity.

d. Building Codes. All structures must comply with federal, state, and local construction codes.

e. Appearance. Outside colors of all buildings must be natural and earth tones. Architecture must be in keeping with the natural amenities of the site and with the architecture of other buildings in the subdivision.

f. Location. No buildings or structures shall be constructed or placed within fifty feet of a property line, or within 100 feet of a roadway, and all dwellings must be so located as to comply with state and local laws concerning their proximity and the proximity of their sewer systems to live streams.

g. Fences. No fences may be greater than six (6) feet in height and must be constructed of wood, vinyl, or decorative wrought iron or materials in similar appearance that are commonly used in residential developments and which enhance the appearance of the neighborhood. Fences existing at the time this Revised Declaration is adopted are grandfathered.

7. Temporary Residence. No trailers, tents, shacks, garages, barns or other outbuildings (other than guest houses) erected on a lot shall be used at any time as a residence temporarily or permanently, except for a period not exceeding six months during which a permanent residence is being constructed on the property.

8. Lighting. Any lights used to illuminate drives, parking area, or for any other purposes shall be so arranged as to reflect the light away from nearby residential properties and away from the vision of passing motorists, and shall be no larger than 150 watts in size.

9. Excavation, Mining, and Drilling Prohibited. Mining operations or any kind of quarrying shall not be permitted upon or in any building site in the subdivision described herein, nor shall tunnels, mineral excavations, drilling or shafts be permitted upon or in any of the building sites covered by this Declaration.

10. Animals.

- a. Household Pets: No more than two household pets, such as dogs or cats, shall be kept or maintained on any part of said property. Other non-farm, domestic animals, such as domestic rats, hamsters, guinea pigs, turtles, tropical fish, canaries, or similar-type birds, may be maintained inside a home on the property, so long as they are not maintained for commercial purposes and do not exceed a total of six animals (not including fish);
- b. Farm Animals: No more than two farm animals (namely, horses, llamas, mules, and ponies) may be maintained on any lot. However, if a property owner owns up to four contiguous lots, the farm animals for the contiguous lots may be housed on a single lot;
- c. Poultry and Rabbits: Chickens and rabbits are permitted under the following conditions: i) a maximum of seven hens and/or four rabbits shall be permitted for each lot (with the total number allowed to increase proportionately with the ownership of contiguous lots), ii) no roosters, peacocks, turkey gobblers, or guinea fowl will be permitted, iii) proper sanitation is required, including not allowing droppings to accumulate and controlling or preventing odor, dust, and flies incident to the animals, iv) the animals will be securely confined, including confinement within a fully-enclosed fence, pen, or coop at all times, v) animal

pens must be at least 150 feet from any residence vi) animal pens cannot exceed 120 square feet in area or six feet in height, vii) pens and other enclosures shall be kept in good working condition and not cause odor or noise nuisance, and viii) erosion of the soil must be prevented;

- d. Bees: Hives or colonies of bees shall be maintained in a manner that is inaccessible to the public. Hives must be located at least 50 feet from the nearest property line. Hives must be located so that bee movements do not interfere with the ordinary movements of persons on adjacent properties or the public right-of-way. All colonies must be registered with the Idaho State Department of Agriculture; and
- e. With the exception of bees, all animals must be confined within the property borders.

11. Duration. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten years. At the time the covenants otherwise would automatically renew, they can be rescinded in whole by a vote of the majority of the then-owners of lots in the subdivision. These covenants can be amended at any time by a vote of 60% of the then-owners of lots in the subdivision.

12. Effect of Invalidation by Court. Invalidation of any of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

13. Violation of Covenants. Violation of any of these covenants or restrictions herein shall give to Declarant or its agents or assigns (including a home owner's association created to

carry out the responsibilities of this Declaration) the right to enter upon the property upon or as to which such violation exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions thereof. In such event, Declarant or its agent or assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal.

Declarant or its agents or assigns shall have the right to place a lien upon the property owned by the violator until costs for removal of the violations are recovered.

14. Right to Enforce. The provisions in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant or the owner or owners of any portion of said property, or their and each of their legal representatives, heirs, successors, or assigns. Failure to enforce any of such Conditions, Restrictions, or Charges herein shall in no event be deemed a waiver of the right to do so hereafter. Enforcement of the Covenants or Restrictions contained herein may be had at law or in equity against any person, partnership, corporation, or entity violating or attempting to violate any such Covenant or Restriction.

15. Assignment of Powers. Any or all of the rights, powers, and reservations of Declarant herein contained may be assigned to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers, and reservations assigned; and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties, it shall to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

