

CATHERINE L. DULLEA, CHTD.  
Attorney at Law  
101 North Fourth Avenue, Suite 204  
Sandpoint, ID 83864  
Phone: (208) 265-2276  
Fax: (208) 265-1556

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MARIE SCOTT  
BONNER COUNTY RECORDER  
*AS* DEPUTY

**709950**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ELK RIDGE ESTATES**

The Declarant, as owner of the real estate described herein, intends by this document to impose upon the property described herein mutually beneficial restrictions and covenants which are designed to touch and concern the Elk Ridge Estates as a residential development for the benefit of all of the lots and the owners or occupiers thereof. The legal description of the property which these covenants, conditions, and restrictions are imposed upon is as follows:

Elk Ridge Estates, according to the plat thereof, recorded at Book 8, page 46, records of Bonner County, Idaho.

The Declarant intends that all lot owners and occupiers in Elk Ridge Estates shall have mutual rights of enforcement of these covenants and restrictions by seeking legal and or equitable relief.

The Declarant hereby declares that the property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved subject to the following declarations, limitations, covenants, conditions, restrictions, and servitudes, all of which are for the purpose of enhancing and protecting the value and attractiveness of the property, and every part thereof, all in accordance with the use of the property as a residential community.

All of the limitations, covenants, conditions, and restrictions shall constitute restrictive covenants, equitable servitudes, and encumbrances, which shall run with the land and shall be perpetually binding upon the real estate, the Declarant and her successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or any lot of Elk Ridge Estates.

The limitations, covenants, conditions and restriction hereby imposes upon Elk Ridge Estates are as follows:

1. Use of Lots: All lots shall be used only for single-family residential purposes by the owner and his or her family, or by a single-family tenant. All exterior construction and finish work shall be completed within one year from commencement of construction. No modular, manufactured, trailer house, or mobile homes may be placed on any lot as a permanent residence or storage facility for longer than one year.
2. Commercial Use: No owner, tenant, or other person shall at any time conduct, or permit to be conducted, on any lot, any trade or business of any kind, either commercial or religious, including, but not limited to, school, nursery, outpatient treatment, rehabilitation or recovery facilities; nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence for one family. Home occupations of family members, which have no exterior visibility, are not prohibited, provided they are conducted totally within the residence, are not open to the public, and do not generate extra vehicular traffic or street parking and comply with county ordinance provisions.
3. Lot Maintenance: Each lot and the exterior appearance of improvements thereon shall be maintained in a clean, neat and orderly condition, and in good repair at all times. No inoperable vehicles, salvage materials, or debris of any type shall be stored or parked on any lot at any time.
4. Road Maintenance of Shea's Way: All lots shall share equally in the maintenance of Shea's Way as it appears on the plat of Elk Ridge Estates. Said maintenance may be executed by any owner of the affected lots. Maintenance expenses shall be approved by owners of at least 3 lots prior to reimbursement.
5. One Time Road Maintenance Fee: The first purchaser of each lot in Elk Ridge Estates, not including the Declarant, shall pay a one time fee of \$3,500.00 to the Rocky Road Maintenance Association to be used for improvements to Rocky Road. This fee must be paid within one year of purchase of the lot, or upon completion of the construction of a residence on the lot, whichever is sooner. This fee is to be paid only once per lot.
6. Road Maintenance Association Membership: Each owner also agrees to become a member of the Rocky Road Maintenance

Association and the Upper Rocky Road Maintenance Association, respectively, and pay all fees and assessments lawfully required by those associations. Each lot in Elk Ridge Estates shall pay 1/10 (One Tenth) of the cost for road maintenance and snow removal for the easement roadway which is 950 feet of Upper Rocky Road. These fees will be paid to the Upper Rocky Road Maintenance Association.

7. All lots shall share equally in the maintenance of the storm water management plan as established for Elk Ridge Estates. Said maintenance may be executed by any owner of the affected lots. Maintenance expenses shall be approved by owners of at least 3 lots prior to reimbursement.
8. Enforcement of Assessment Obligations; Creation of Lien and Personal Obligation of Assessments: The obligation of each Party hereto to pay his or her proportionate share of the maintenance costs shall be a charge on the land and shall be a continuing lien upon said land until paid. Each such unpaid charge shall also be the personal obligation of the owner who was the owner of such lot at the time the assessment for said charges was made. The lien for such assessments shall be subordinate to the lien of any underlying real estate contract, first mortgage or first deed of trust.
9. This Agreement may be enforced by the Declarant, any owner of any lot in the Elk Ridge Estates, and, in the case of road maintenance assessments, the road maintenance association to which the assessment was to be paid.
10. Fireworks: No fireworks will be discharged or ignited on any lot, except for July 4<sup>th</sup> and New Year's Eve celebration fireworks as permitted by federal, state, and local law. Any owner using fireworks shall be fully responsible for all damage caused thereby, regardless of approval of use.
11. Natural Drainage: No owner or occupier shall change or interfere with the natural and or designed drainage of any lot.
12. Modification: These Covenants, Conditions and Restrictions, except Paragraph 10, may be changed by written and recorded amendment, upon the approval of 75% of the owners of lots in Elk Ridge Estates, one vote per lot.

