

## ANTELOPE HILLS/ROADS END SUBDIVISION

### Declaration of Protective Covenants (Amended)

Know by all men by these presents: That Stephen J. Nafus and Sheila C. Nafus, husband and wife, owners of the following described real estate situated in the county of Lemhi and state of Idaho, to wit:

A parcel of land located in the SW NE, W SE, E SW, and NW SW Section 8, and the NW NE, Section 17, T22N, R22E, B.M., Lemhi County, Idaho, more specifically described as follows:

Commencing at the Northeast section corner of said Section 8, the distance of 1314 .578 on a bearing of SO 18.34E to the Northeast corner of the SE NE; thence N89 39' 29W, 132213 feet to the Northeast corner of the SW NE and being the REAL POINT OF BEGINNING.

Thence SO 01' 02"W, 1314.08 feet to the Southeast corner of the SW NE; Thence SO 20'26". 413.78 feet; Thence S89 43' 28" 52.29 feet; thence S17 46'34"E, 95 feet to a point on the Northerly Right of Way of Carmen Creek Road; Thence S84 57' 26"W 78.96 feet to a point on the South Boundary of Section 8. Thence N89 43' 34W, 899.00 feet to the South ¼ Corner of Section 8, thence N89 43' 28"W, 457.31 feet to a point in the center of Carmen Creek; thence the following courses and distances along the center of Carmen Creek; N12 53' 00"W, 83.11 feet, N21 33' 58"W, 60.00 feet, N57 18' 27"W, 83.24 feet; N87 21' 35"W, 67.29 feet; S63 37'17W, 123.98 feet; S42 38'34"W, 79.05 feet; Thence N87 05' 43" W, 1289.77 feet; thence No 10' 11"W, 1255.54 feet; Thence S89 26' 45:E, 533.71 feet; Thence S89 41'24", 2436.71 feet to a point 10 feet East of an existing ditch; N2 18' 22" W, 149.12 feet; N20 28'20"W, 80.06 feet; N13 37'37"E, 67.91 feet; N31.15'49"E. 98.27 feet; N10 48'36"E, 314.58 feet; N19 50'26"W, 103.12 feet; N6 57'11"E, 82.61 feet; N46 20" 52"E, 120.24 feet; N1 31"54"W, 187.07 feet; N26 04"50"E,219.19 feet to a point on the north boundary of the SW NE; Thence S89 39'28"E, 744.15 feet to the REAL POINT OF BEGINNING, said parcel contains 213.60 acres.

Hereby make the following declarations to the limitations, restrictions and uses to which loss and or tracks constituting said subdivision maybe put comma and hereby constitute Covenant to run with all the land has provided by the law and shall be binding upon all parties and persons claiming under them and for the benefit and limitation of on future orders instead subdivision. This declaration of protective covenants is designed for the purpose of keeping said subdivision desirable, uniform and suitable for use as specified herein.

1. All lots and/or tracks shall be residential/agricultural. No commercial activity without consent of subdivision homeowners/property owners. No structure shall be erected altered, placed or permitted to remain on any portion of these lands other than a single family dwelling, private garage and other such as buildings as may be incidental to the residential agricultural use of the land.

2. No dwelling, house, building, detached garage, or any part thereof shall be erected on any lot within 50 feet of the front, side, or back property line.

3. No building shall be erected, Play Store altered on any lot until the construction plans and specifications and a plan showing the locations of the structures have been approved by the homeowners / property owners as to the quality of the workmanship and materials, Harmony or external design with the existing structures and as to the location with the topography and finish grade elevations. Be it known that the homeowners / Property Owners specifically reserve the right to reject certain types of outside siding, specifically certain types of metal and plywood. all external color Shelby Earth Tones, including metal buildings, and all buildings have roofs covered with tile, Cedar Shakes or bird architect 70, 345 pounds or equivalent, or colored metal. The homeowners / property owners approval or disapproval has required in those covenants shall be in writing. In the event the homeowners / property owners or their designated representative fail to approve or disapprove within 30 days after plans and specifications have been submitted to them, or any event no suit to enjoying the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. No manufactured homes are allowed.

4. No person shall begin construction on a dwelling in the calendar year 2005 which when completed will have an appraised value of less than \$150,000 excluding land costs. The value, excluding land cost of any dwelling on which construction is started after December 31st, 2005, will not be less than the total of \$150,000 plus a percentage increase which is equal to the combined yearly cost-of-living increases from January 2006. The cost of living will be derived from the US Department of Labor's cost of living index.

5. All locks / tracks will have individual water and sewage. All utilities will be buried underground with the exception of service two lots 1 and 4. Existing power lines are exempt. Before construction can begin, approval must be obtained for the District 7 Health Department.

6. Boundary line fences shall be maintained in good repair and shall be of sufficient construction so as to contain livestock.

7. Equine and Bovine livestock and the usual and ordinary dogs, cats, fish, birds, and other household pets may be kept on lots provided that they are not

kept in unreasonable quantities. Butcher animals and 4-H projects are allowed for the season (male goats are to be neutered).

8. Discharge of firearms is prohibited except for the necessity of putting down an injured or ill animal, or a predator threatening livestock or person. No hunting is permitted in the entire subdivision.

9. All irrigation shall be done with sprinklers having a sprinkler nozzle of 13 / 64 thousands or less. Lots 1, 5, 6, 9, 11, 12, 13, 14, and 15 shall have a share of the Carmen Creek water right. The share will be determined by the following formulas: acreage of lot divided by total acreage of above lots times Carmen Creek water right. There are two main lines for irrigation. Lots of 1, 5, and 11 share one line. Line to serve Lots 14 and 15. Lot 13 can use either Line 1 or 2.

10. No structure of a temporary character, trailer, basement, tent, shack, barn, or other outbuilding shall be used on any tract at any time as a residence, either temporary or permanently.

11. No noxious or other offensive activity shall be carried on upon any Lots, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.

12. No lots may be further subdivided except for lots 1 + 16, that one may be further subdivided providing that no tract is smaller than ten (10) acres. Lot 16 may be divided once.

13. Easement is given for existing irrigation ditches, gravity main line, and a domestic water well site and supply system to be installed at lot owner's expense, conveyance of lots crossed by such ditches shall be subject to the right of the owner of such a ditch or water right to maintain same and have Ingress and egress to same from subdivision roads.

14. If access to any of the lots in the subdivision is provided by a private right-of-way, as they shown on the plot, the homeowner's/property owners of said lots shall be entitled to use the road for access to and from their respective lots and shall be responsible for its improvements maintenance, upkeep and repair. The homeowners/property owners representing a majority of said lots for which the road provides access shall determine the work necessary.

15. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and all waste shall be kept in sanitary containers. No lot shall be used as a storage lot for inoperable vehicles.

16. It is expressly understood and agreed, that the several restrictive covenants contained herein shall attached to and run with the land and it shall be lawful not only for the grantor's, their heirs and assigns, but also for the

homeowners/property owners of any lot or lots of joining are within the boundaries of this land, deriving title from or through grantor, to institute and prosecute any proceeding at law or in equity against the person or persons violating or threatening to violate the same.

17. All recorded homeowners/property owners shall receive minutes of homeowner/property owners subdivision meetings in a timely manner. Yearly dues of \$20 to be used for miscellaneous expenses shall be paid before January of each year starting in January 2006. Absentee homeowners/property owners with paid dues she'll be entitled to vote by written proxy on all matters pertaining, but not limited to, officers, changes in covenants, or maintenance expenditures. If there is no response from absentee owners/property owners, homeowners/property owners present at the next scheduled meeting of the right to make decisions, majority ruling. The funds for maintenance of roads and bridges started in January 2005 will call for \$100 per lot owner, per year. Home owners/property owners failing to pay annual fees on Road and Bridge maintenance cost to have a lien placed on their property for the amount due plus administrative and legal costs for filing said lean.

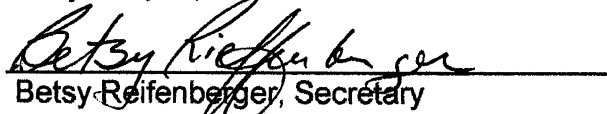
18. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of ten years from the date these amended covenants are recorded, after which time said amended covenants shall be automatically extended and less than instrument signed by the majority of recorded owners of the lots in the addition according to the procedures outlined in item #18 of said covenants has been recorded agreeing to change in a whole or in part.

Original covenants signed by Stephan J. Nafus and Sheila Nafus, September 9, 1983, notarized and recorded in the County of Lemhi, State of Idaho.

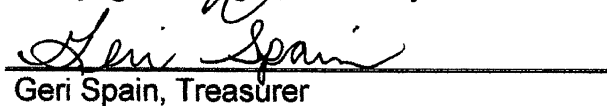
Amended covenants signed by:



Tony Latham, President



Betsy Reifenberger, Secretary



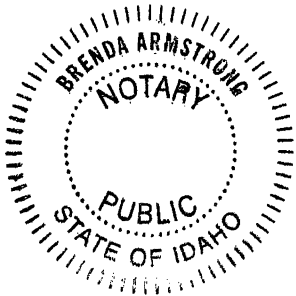
Geri Spain, Treasurer

**ACKNOWLEDGMENT**

STATE OF IDAHO )  
                          : ss.  
County of Lemhi    )

On the 16 day of June, 2016, before me, the undersigned Notary Public, personally appeared, Tony Latham, Betsy Reifenberger, and Geraldine Spain, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.



Brenda Armstrong  
Notary Public for Idaho

Residing at SALMON ID  
Commission Expires: 3/14/2017

Antelope Hills

DECLARATION OF PROTECTIVE COVENANTS

Know all men by these presents: that Stephen J. Nafus and Sheila C. Nafus, husband and wife, owners of the following described real estate situated in the county of Lemhi and state of Idaho, to wit:

A parcel of located in the SW NE , W SE , E SW , AND NW SW , SECTION 8 , and the NW NE , Section 17, T.22N., R.22E., B.M., Lemhi County, Idaho, more specifically described as follows

Commencing at the Northeast Section Corner of said Section 8, a distance of 1314.57 feet on a bearing of S0 18'34"E to the Northeast corner of the SE NE; Thence N89 39'29"W, 1322.13 feet to the Northeast corner of the SW NE and being the REAL POINT OF BEGINNING.

Thence S0 01'02"W, 1314.08 feet to the Southeast corner of the SW NE ; Thence S0 20'26"W, 1309.81 feet to the Southeast corner of the NW SE ; Thence N89 40'55"W, 100 feet; Thence S0 20'26", 668.97 feet; Thence S64 16'00"W, 518.80 feet, Thence S17 46'34"E, 413.78 feet; Thence S89 43'28"E, 52.59 feet; thence S17 46'34"E, 95 feet to a point on the Northerly Right of Way of Carmen Creek Road; Thence S84 57'26"W, 78.96 feet to a point on the South Boundary of Section 8. Thence N89 43'34"W, 899.00 feet to the South 1/4 Corner of Section 8; Thence N89 43'28"W, 457.31 feet to a point in the center of Carmen Creek; Thence the following courses and distances along the center of Carmen Creek; N12 53'00"W, 83.11 feet; N21 33'58"W, 60.00 feet; N57 18'27"W, 83.24 feet; N87 21'35"W, 67.29 feet; S63 37'17"W, 123.98 feet; S42 38'34"W, 79.05 feet; Thence West 100 feet; Thence N54 39'48"W, 523.07 feet; Thence N0 30'35"E, 930.21 feet; Thence N87 05'43"W, 1289.77 feet; Thence N0 10'11"W, 1255.54 feet; Thence S89 26'45"E, 532.71 feet; Thence S89 41'24"E, 2436.71 feet to a point 10 feet East of an existing ditch; Thence the following courses and distances along a line that runs 10 feet East of an existing ditch; N2 18'22"W, 149.12 feet; N20 28'20"W, 80.06 feet; N13 37'37"E, 67.91 feet; N31.15'49"E, 98.27 feet; N10 48'36"E, 314.58 feet; N19 50'26"W, 103.12 feet; N6 57'11"E, 82.61 feet; N46 20'52"E, 120.24 feet; N1 31'54"W, 187.07 feet; N26 04'50"E, 212.19 feet to a point on the north boundary of the SW NE ; Thence S89 39'28"E, 744.15 feet to the REAL POINT OF BEGINNING, said parcel contains 213.60 acres.

Herby make the following declarations as to the limitations, restrictions and uses to which lots and/or tracts constituting said subdivision may be put, and hereby constitute covenants to run with all the land as provided by the law and shall be binding upon all parties and persons claiming under them and for the benefit and limitation upon future owners in said subdivision. This declaration of protective covenants is designed for the purpose of keeping said subdivision desirable,

uniform and suitable in architectural design and use as specified herein.

1) All lots and/or tracts shall be residential agricultural. No structure shall be erected, altered, placed or permitted to remain on any portion of these lands other than a single family dwelling, private garage and other such outbuildings as may be incidental to the residential/agricultural use of the land.

2) No dwelling, house or any part thereof shall be erected on any lot within 50 feet of the front line of each lot and no building shall be located on any lot nearer than 100 feet to any sideline, and no detached garages or other building shall be located closer than 100 feet to any property line.

3) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the owners as to the quality of workmanship and materials, harmony of external design with the existing structures and as to location with respect to the topography and finish grade elevations. Be it known that the owners specifically reserve the right to reject certain types of outside siding, specifically metal and certain types of plywood. All external colors shall be earth tones and all buildings shall have roofs covered with tile, cedar shakes or Bird Architect 70, 345 lb. or equivalent. Approval shall be provided in this section. The owners approval or disapproval as required in these covenants shall be in writing. In the event the owners or their designed representative fail to approve or disapprove within thirty days after plans and specifications have been submitted to them, or in the event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4) No person shall begin construction on a dwelling in the calendar year 1984, which, when completed will have an appraised value of less than \$50,000.00 excluding land costs. The value, excluding land costs, of any dwelling on which construction is started after December 31, 1984, shall not be less than the total of \$50,000.00 plus a percentage increase which is equal to the combined yearly cost of living increases from January 1, 1984. The cost of living will be derived from the U.S. Department of Labors cost of living index.

5) The purchaser of any lot/tract, once he commences construction thereon shall within six months have the exterior completely finished and all necessary painting or staining completed.

6) All lots/tracts shall have individual water and sewage. All utilities shall be buried ~~underground~~ with the exception of service to lots 1 and 4. Before construction can begin approval

must be obtained from District Seven Health Department.

7) Boundary line fences shall be maintained in good repair and shall be of sufficient construction so as to contain livestock.

8) Equine and bovine livestock and the usual and ordinary dogs, cats, fish, birds and other household pets may be kept on lots provided that they are not kept in unreasonable quantities. Sheep, swine, goats and other such animals are excluded.

9) No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any tract at any time as a residence, wither temporary or permanently.

10) All irrigation shall be done with sprinklers having a sprinkler nozzle opening of  $13/64$  ths or less. Lots 1, 5, 6, 9, 11, 12, 13, 14 and 15 shall have a share of the Carmen Creek water right. The share will be determined by the following formula acreage of lot divided by total acreage of above lots times Carmen Creek water right.

11) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which maybe or may become an annoyance or nuisance to the neighborhood.

12) No lots maybe further subdivided except for lots 1 and 16. Lot 1 maybe further subdivided provided that no tract is smaller than ten (10) acres. Lot sixteen (16) may be subdivided once.

13) Easement is given for existing irrigation ditches, gravity main line, and a domestic water well site and supply system to service lots 7, 8 and 9, such system to be installed at lot owners expense, conveyance of lots crossed by such ditches shall be subject to the right of owner of such ditch or water right to maintain same and have ingress or egress to same from subdivision roads.

14) If access to any of the lots in the subdivision is provided by a private right-of-way, as shown on the plat, the owners of said lots shall be entitled to use the road for access to and from their respective lots and shall be responsible for its improvements, maintenance, upkeep and repair. The owners representing a majority of said lots for which the road provides access shall determine the work necessary.

15) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and all waste shall be kept in sanitary containers.

16) It is expressly understood and agreed, that the several restrictive covenants contained herein shall attatch to and run with the land and it shall be lawful not only for the grantors, their heirs and assigns, but also for the owner and/or owners of



any lot or lots adjoining or within the boundaries of this land, deriving title from or through grantor, to institute and prosecute any proceeding at law or in equity against the person or persons violating or threatening to violate the same.

17) These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 10 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by two-thirds of the then record owners of the lots in the addition has been recorded agreeing to change in whole or in part.

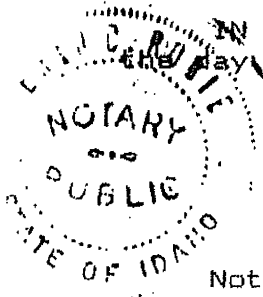
Stephen J Nafus

Sheila C. Nafus

STATE OF IDAHO  
County of Lemhi

On this 7th day of Sept 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared STEPHEN J. NAFUS AND SHEILA C. NAFUS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 7th day and year in this certificate first above written.



Erin A. [Signature]

Notary Public for Idaho, Residing at Salmon, Idaho.

STATE OF IDAHO )  
COUNTY OF LEMHI ) ss. NO. 169175

This instrument was filed for record at the request of Johnston & Coak  
at 8:46 A.M. Sept. 22 19 83  
and filed and indexed in the Deed Records of Lemhi County, Idaho.

Robert Hiedersick  
Deputy

By [Signature] Deputy

Fee \$8.00.00

INDEXED

1.3013.05 Minimum Distance Between Components of Sewage Disposal System

Table 2

Component of System	Well or suction line	Water supply line (pressure)	Streams, ponds and lakes	Dwelling	Property line (c)	Canals, ditches and drains (d)
Building Sewer	50	10 (a)	---	---	---	---
Septic Tank	50	10	50	5	5	10
Disposal field and seepage bed	100	25	300 (b)	20	5	50
Seepage pit	100	25	300 (b)	20	5	50

(2-7-78)

**WATER: RECOMMENDATION:** When an individual domestic water supply system is to be constructed, said individual water supply system should be constructed in a manner which complies with the Standards for Individual Water Supply Systems, (Environmental Services Division, Bulletin #5, Revised 1967) which may be obtained from the District Seven Health Department.

**REGULATIONS:** The ground waters of the State of Idaho are a public resource. The Department of Water Resources has responsibility for administration of these ground water resources, and to conserve and protect them against waste and contamination. Every water well constructed must be in compliance with Well Construction Standards established by the Idaho Department of Water Resources.

**STAGNANT WATERS:**

**RECOMMENDATIONS** based on the intentions of the Well Construction Standards of June, 1975 of the Department of Water Resources of Idaho and of the Individual and Sub-surface Sewage Disposal Regulations, 1978.

1. No open sloughs, ponds, or dry pits shall be created or allowed to exist which contaminate underground water or provide for the propagation of insects and disease harmful to man or serve no useful purpose.
2. No open sloughs, ponds, or open pits shall be created within 300 feet of the absorption area (drainfield) of any sewage disposal system.

**SOLID WASTE:**

**REGULATIONS** as presented and applied to this subdivision are taken from the Idaho Solid Waste Management Regulations and Standards, June 28, 1973.

**REGULATIONS:** No lot shall be used or maintained as a dumping or storing ground for cars, rubbish, trash or other waste. All solid waste and post-consumer products accumulated on each lot shall be managed during storage, collection, transfer or transport in such a manner that said solid wastes and post-consumer products shall not:

- A) provide sustenance to rodents or insects which are capable of causing human disease or discomfort
- B) cause or contribute to the pollution of air
- C) cause or contribute to the pollution of surface or underground waters
- D) cause excessive abuse of land
- E) cause or contribute to noise pollution
- F) abuse the natural aesthetic quality of an area

SANITARY REGULATIONS AND RECOMMENDATIONS  
ANTELOPE HILLS SUBDIVISION  
Page 6

AIR POLLUTION: cont'd

H. The open burning of plant life grown on the premises in the course of any agricultural, forestry, or land-clearing operation may be permitted when it can be shown that such burning is necessary and that no fire or traffic hazard will occur. Convenience of disposal is not of itself a valid necessity for burning.

1. It shall be the responsibility of any person conducting such burning to make every reasonable effort to burn only when weather conditions are conducive to good smoke dissipation and only when an economical and reasonable alternate method of disposal is not available.

IDAHO CODE

39-117 Violation - Penalty - Misdemeanor

Any persons who wilfully or negligently violates any of the provisions of the public health or environmental protection laws or the terms of any lawful notice, order, permit, standard, rule or regulation issued pursuant thereto, shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than three hundred dollars (\$300) for each separate violation. Each day upon which such violation occurs shall constitute a separate violation.

I.C., § 39-117, as added by 1973, ch. 137, §1, p. 260

50-1326. Violation a misdemeanor

Any person, firm or corporation who constructs or causes to be constructed a building or shelter on a parcel of less than five (5) acres or a platted parcel prior to the satisfaction of the sanitary restriction, or who installs or causes to be installed water and sewer facilities thereon prior to the approval of plans and specifications thereof by the Department of Health shall be guilty of a misdemeanor. Each and every day that such activities are carried on in violation of this section shall constitute a separate and distinct offense.

I.C. § 50-1326, as added by 1971, ch. 329, §5, p. 1291

SUMMATION: The aforementioned Rules, Regulations, Standards and any future addendums thereto, as presented and applied to the attached Antelope Hills Subdivision Plat, duly recorded in the Lemhi County Courthouse, are binding and legally enforceable by means of their respective authorities.

JFW/lmb  
5/22/79

SANITARY REGULATIONS AND RECOMMENDATIONS  
ANTELOPE HILLS SUBDIVISION  
Page 7

SPECIAL NOTES: Due to the close proximity of Lot #3 of this subdivision, approval was required by District Seven Health Department Variance Committee. Approval was given based on the following:

1. The area of the proposed system is well above the creek in terms of elevation.
2. Soil reports indicate compatible soils to prevent ground-water contamination.
3. Soil report indicates adequate separation from subwater.

Conditions for approval of sewage disposal system:

1. System must be located as per drawing submitted with the final map by Johnston & Couch Engineering.
2. System must be installed at minimum depth to be determined at time of installation.
3. System design must be as per recommendations of soil analysis submitted for this subdivision.
4. Specific reference in Restrictive Covenants that there will be no further re-subdivision of lot #3.

SANITARY REGULATIONS AND RECOMMENDATIONS  
ANTELOPE HILLS SUBDIVISION  
Page 8

ACKNOWLEDGEMENT, AUTHORIZATION, AND NOTORIZATION OF THESE SANITARY  
REGULATIONS AND RECOMMENDATIONS AS A LEGAL AND BINDING INSTRUMENT:

I, Stephen D. Nafus, being the certified owner(s) or duly  
authorized representative(s) thereof, as presented on the Antelope Hills plat showing  
the subdivision located in the SW<sup>4</sup>NE<sup>4</sup>, W<sup>2</sup>SE<sup>4</sup>, E<sup>2</sup>SW<sup>4</sup>, and the NW<sup>4</sup>SW<sup>4</sup>, Section 8, and  
the NW<sup>4</sup>NE<sup>4</sup>, Section 17, T.23N., R.22E., B.M., Lemhi County, Idaho, do hereby acknowledge  
and make legally binding upon all portions of said described subdivision, these SANITARY  
REGULATIONS AND RECOMMENDATIONS as attached hereto on Pages 1 through 7 for purposes of  
satisfying the Sanitary Restriction of Section 50-1326, Idaho Code.

Stephen D. Nafus  
Stephen D. Nafus  
Signature

September 9 1983  
DATE

Subscribed and sworn to before me this 9th day of September, 1983  
John A. Fisher  
Notary Public for the State of Idaho  
My commission expires 1/10/86 residing at Idaho

SANITARY RESTRICTIONS INSTRUMENT CERTIFICATION

These SANITARY REGULATIONS AND RECOMMENDATIONS hereto attached to the Antelope Hills Plat  
are the SANITARY REGULATIONS AND RECOMMENDATIONS stipulated under the SANITARY RESTRICTIONS  
of said plat.

BY: Alan H. Bond R.S. DATE: 9/10/83  
Environmental Quality Specialist District Seven Health Department

COUNTY RECORDER'S CERTIFICATE

Instrument No.: 169176

STATE OF IDAHO )  
COUNTY OF Lemhi ) SS.

This instrument was filed for record at the request of Johnston & Co.  
8:47 at o'clock A.M. September 22, 1983 and  
duly filed and indexed in the Records of Lemhi County, Idaho.

Deputy Arthur Siedersick  
Ex-Officio Recorder  
Fees: \$16.00 pd.

## SANITARY REGULATIONS AND RECOMMENDATIONS

A legal instrument attached to the  
ANTELOPE HILLS  
Located in the SW<sup>4</sup>NE<sup>4</sup>, W<sup>2</sup>SE<sup>4</sup>, E<sup>2</sup>SW<sup>4</sup>, and the NW<sup>4</sup>SW<sup>4</sup>, Section 8, and the NW<sup>4</sup>NE<sup>4</sup>, Section  
17 T.22N., R.22E., B.M., Lemhi County, Idaho.

### INTRODUCTION

This instrument is presented for purposes of satisfying the Sanitary Restriction of Section 50-1326, Idaho Code. In order to clarify the context of the following instrument, please note individual topics are first presented herein with a subtitle shown in all capital letters, underlined, and followed by a colon.

Where Section, paragraph, page, or other reference numbers or letters are given in the context of a topic, said reference indicator(s) refers to and coincides with the rules, regulations and/or standards presented in the first sentence of the topic context immediately following a subtitle unless otherwise indicated.

SPECIAL NOTES: See Page 7.

SEWAGE: REGULATIONS as presented and applied to this subdivision are taken from the Rules and Regulations for Individual and Subsurface Sewage Disposal Systems, (February 1978) and are cited as the "Individual and Subsurface Sewage Disposal Regulations" as per Section 1-3002.01 of said "Regulations".

In order to avoid costly unforeseen complications due to poor planning, which could result in refusal of a permit to install a sewage disposal system; and thereby, possible legal remedy to have constructed foundations and dwellings removed from the property:

An INDIVIDUAL AND SUBSURFACE SEWAGE DISPOSAL SYSTEM PERMIT, as required in Section 1-3005, must be obtained prior to any construction, alteration (replacement, or extension of a sewage disposal system and prior to the construction or placement of any dwelling(s) or water supply system(s) where such do not presently exist. The sewage disposal system must be installed, extended, or altered to the specifications approved on the permit and obtain, upon inspection, the approval of the Director of the Idaho Department of Health and Welfare or his authorized agent prior to use or cover of the sewage disposal system, as required in Section 1-3007, INSPECTION, "Individual and Subsurface Sewage Disposal Regulations".

SUITABILITY OF SITE FOR SUBSURFACE SEWAGE DISPOSAL, Section 1-3010

1-3010.01 Conditions of suitability. The first step in the design of subsurface disposal systems is to determine whether or not the soil is suitable for the absorption of septic tank effluent and, if so, how much area is required. In general, the following conditions must be met:

- (a) Long Term Acceptance Rate. The long term acceptance rate shall be within the range of those specified in Table 7-2 of the EPA Manual Onsite Waste Water Treatment and Disposal Systems page 214. (10-80)
- (b) Ground Water and Rock Formations. Rock formations or impervious strata and the maximum seasonal elevation of the ground water table shall be at least (4) feet below the bottom of the trench or seepage pit. (2-7-78)
- (c) Required Area. There shall be adequate land of suitable quality available to install or develop two (2) sewage disposal systems. (2-7-78)
- (d) Slope. The slope of the area in which the subsurface sewage systems are to be placed shall not exceed twenty percent (20%). (Not more than one (1) foot of vertical rise of surface height in five (5) feet of horizontal distance). (2-7-78)

- 6) physically impair the environment to the detriment of man and beneficial plant life, fish and wildlife.

All solid waste and post-consumer products must be disposed of at a solid waste disposal site approved by the Idaho Department of Health and Welfare. Burning of solid waste and post-consumer products must not be conducted upon any portion of this subdivision.

AIR POLLUTION:

REGULATIONS as presented and applied to the subdivision are taken from the Rules and Regulations for the Control of Air Pollution in Idaho, May 5, 1977.

D. Section 2

REGULATIONS FOR CONTROL OF OPEN BURNING  
GENERAL RESTRICTIONS

- A. Notwithstanding the provisions of subsection B of this section, no person shall allow, suffer, cause or permit the open burning of materials which emit toxic contaminants or large volumes of smoke, particulates or odors (such materials are garbage, rubber, plastics, heavy petroleum products, dead animals, treated wood, asphalt shingles, demolition debris, industrial and commercial waste, etc.)
- B. No person shall allow, suffer, cause or permit any open burning operation which does not fall into at least one of the categories of Section 3.
- C. Any open burning operation that would normally be allowed by Section 3 of this regulation, but is determined to be a nuisance, hazard or source of air pollution shall be prohibited.

Section 3

CATEGORIES OF ALLOWABLE BURNING

- A. Fires used for the preparation of food, campfires and fires for recreation purposes, under control of a responsible person.
- B. Fires used for control or alleviation of fire hazard or for weed control when no alternate method exists. When such burning requires a permit from an organized fire-fighting agency having proper jurisdiction, issuance of such permit shall be based on consideration of potential environmental damage and suitability of alternate methods in addition to other factors.
- C. Fires used in the training of organized fire-fighting personnel
- D. Properly operated industrial flares for combustion of flammable gases
- E. Readily combustible rubbish produced by operation of a domestic household may be burned on the property from which the rubbish was generated if no public or commercial solid waste collection service is available and the property is located in an area of low population density, defined as having fewer than 100 dwellings per square mile. This shall include tree leaves and gardening waste. Rubbish is defined in the Idaho Solid Waste Control Regulations and Standards as non-putrescible solid waste except abandoned vehicles and car bodies or car body parts, industrial solid waste and agricultural solid waste.
- F. Burning at community tree disposal areas and private disposal sites shall be in compliance set forth in the Idaho Solid Waste Control Regulations and Standards.
- G. There shall be no open burning of junked motor vehicles

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SEWAGE: cont'd

conventional subsurface sewage disposal system. Where unusual conditions exist, disposal systems other than subsurface sewage disposal systems may be employed, provided they are acceptable to the Director. ("Director" as defined in Section 1-3003.05 will herein refer to the District Seven Health Department and agents thereof.) (2-7-78)

When the site chosen does not meet the conditions of suitability as given in Section 1-3010.01 or the maximum seasonal elevation of the ground water table exists less than four (4) feet from the original ground surface, an alternate system will be acceptable when the following CONDITIONS are satisfied:

CONDITION 1. Plans and specifications for the alternate system are designed to create a sewage disposal system which complies with the intent of Section 1-3004.01 of the Individual and Subsurface Sewage Disposal Regulations, (February 1978). THESE PLANS AND SPECIFICATIONS MUST BE DESIGNED, STAMPED, AND SIGNED, OR OTHERWISE ENDORSED AS APPROVED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF IDAHO.

CONDITION 2. The "Person" (as defined in Section 1-3003.04) who makes a sewage permit application for an alternate sewage disposal system must acknowledge and certify said acknowledgement of the following:

- (a) That the District Seven Health Department, Idaho Department of Health and Welfare, the State of Idaho and respective officers, agents, representatives, and employees of said agencies and State give no expressed or implied warranty concerning the intended proper function of the alternate sewage disposal system.
- (b) That the District Seven Health Department, Idaho Department of Health and Welfare, the State of Idaho, and respective officers, agents, representatives, and employees of said agencies and State shall be held harmless, personally and/or professionally, from liability of any nature or kind, including costs and expenses, caused by installation or operation of the sewage disposal system or any part thereof.
- (c) That the District Seven Health Department, Idaho Department of Health and Welfare, and representatives of either agency will be allowed upon the premises at any reasonable time to inspect the alternate sewage disposal system and to collect water and soil samples from the system as are needed to determine the performance of said system.
- (d) That if the alternate sewage disposal system fails in such a manner as to cause said system to no longer comply with Section 1-3004.01 or otherwise cause a health hazard; the alternate sewage disposal system will immediately be repaired, altered, or abandoned in a manner which complies with Section 1-3005, (Permit required if system is to be altered or extended) and brings the sewage disposal system back to compliance with Section 1-3004.01.
- (e) That any modifications to the plans and specifications for the alternate sewage disposal system, as approved with the permit application, must be submitted under the same CONDITIONS as given in CONDITION 1 above and under all acknowledgements of CONDITION 2., hereof, and must be approved by the District Seven Health Department prior to actual construction of said modifications.
- (f) That the alternate sewage disposal system must be installed, entirely, by a registered installer of individual and subsurface sewage disposal systems (as described in Section 1-3006 of the "Individual and Subsurface Sewage Disposal Regulations.") who



- must also be an individual other than the applicant presented on the permit application.
- (g) That prior to the use or covering of the alternate sewage disposal system, the registered installer of the alternate sewage disposal system must present written notarized certification upon form(s) provided by the District Seven Health Department, that the alternate sewage disposal system has been installed entirely according to the plans and specifications approved with the permit application.
- (h) That prior to use of the alternate sewage disposal system, a legal instrument shall be attached to and recorded with the warranty deed of the property upon which the alternate system is installed and shall achieve the following:
- i state the purpose and intent of the instrument
  - ii state the permit or receipt number under which the alternate system was installed and date issued
  - iii state the legal description exactly as it is found on the warranty deed to which it is to be attached
  - iv state the name of the permit applicant and the name of the registered installer who installed the sewage disposal system
  - v state the CONDITIONS, including all acknowledgements under which the alternate sewage disposal system was installed and that said CONDITIONS and acknowledgements must remain in effect for as long as said sewage disposal system is utilized.
  - vi state that the instrument, in its entirety, must remain attached to the warranty deed only for so long as the alternate sewage disposal system is utilized and that any successive purchaser or guardian of the property must acknowledge and certify that said easement shall remain attached to the warranty deed and be so presented to any other buyer or guardian as a condition of purchase or transfer for so long as the alternate sewage disposal system is utilized.

CONDITION 3. All plans, specifications, and documents required in CONDITIONS 1 and 2 and the District VII Sewage Permit Application must be submitted to the District Seven Health Department and receive the approval of the District Seven Health Department prior to the appropriate and respective implementation of said plans, specifications, and documents.

1-3013.04 Component Separations.

The selection of the absorption system will be dependent to some extent on the location of the system in the area under consideration. A safe distance will be maintained between the site and any source of water supply. Since the distance that pollution will travel underground depends upon numerous factors, including the characteristics of the subsoil formations and the quantity of sewage discharged, no specified distance would be absolutely safe in all localities. Ordinarily, of course, the greater the distance, the greater will be the safety provided. In general, location of components of sewage disposal systems should be as shown in the Table 2 in Manual Section 1-3013.05.