

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE
PRIVATE WASTEWATER TREATMENT SYSTEM
OF
WILD RIDGE HOMEOWNER'S ASSOCIATION, INC.**

This Declaration Of Covenants, Conditions, and Restrictions for the Private Wastewater Treatment System of Wild Ridge Homeowner's Association, Inc. ("Wastewater Declaration") is made on the date hereinafter set forth, by Wilde-Idaho Residential, LLC, a Delaware Limited Liability Company registered to do business in Idaho, ("Declarant") with reference to the following recitals:

- A. Declarant is the owner of that certain real property located in the County of Kootenai, State of Idaho (the "Property"), which is more fully described in Exhibit "1" attached hereto and incorporated herein by reference.
- B. The Property is subdivided into fifty-four (54) Lots, which Lots will be/have been sold to individual builders/owners for construction of dwellings.
- C. The Property and Lots will be/are served by a wastewater treatment system as more particularly described herein.
- D. Declarant intends by this document to impose upon the Property mutually beneficial conditions and restrictions for the benefit of all the Lots in the Property and the Owners

Unless otherwise specifically provided herein, the definitions contained in the Declaration of Covenants, Conditions, and Restrictions of Wild Ridge Homeowner's Association, Inc. ("Declaration") are incorporated in this Wastewater Declaration by reference.

This Wastewater Declaration includes the following covenants, conditions and restrictions:

- 1. Each Lot must be connected to a community wastewater treatment system that will be owned and operated by Wild Ridge Homeowner's Association, Inc., or at the option of the Association's Board of Directors, by a successor, assign or operating agent (collectively the "Association").
- 2. Said wastewater treatment system will consist of the following primary components:
 - a. Septic Tank Effluent pump (STEP) System;
 - i. Owner of a Lot must install, at the Owner's expense, the STEP system at the time of construction. Each STEP system installed must meet the applicable standards or receive approval from the Association and any governing health district.

- b. Large Soil Absorption System (ISAS); and
 - c. Pressure collection piping system.
3. On-Site System: The Association may contract with a System Operator (CSO) to issue connection permits for each Lot.
- a. The STEP system will consist of the following components or their functional equivalent as determined by the Association in conjunction with the CSO (if any).
 - i. Two-compartment septic tank.
 - 1. The size will be based on the number of bedrooms in the home.
 - ii. Orenco Systems Inc. (OSI) "biotube" screened pump chamber.
 - iii. OSI VeriComm Control Panel, which will either be mounted to exterior of the house or free standing to allow the CSO access.
 - iv. Pump Discharge Piping from STEP System to service connection at street.
 - b. The plumbing from an Owner's Lot to the STEP system is the Owner's responsibility, and it must be permitted and inspected by any applicable regulatory agency, including the Idaho State Plumbing Program.
 - c. A connection permit package that includes standardized on-site system specifications will be issued and administered by the CSO with a permit fee to cover the costs of administering the permit. Any qualified contractor can do the installation, so long as it passes inspection by the CSO and is in accordance with the standardized specifications included in the connection permit package.
 - d. The Owner of each Lot must grant an appurtenant easement over and through the on-site system in favor of the Association and its successors, agents and assigns (including the CSO) for necessary access and maintenance of the system.
 - e. Owner of each Lot must provide and maintain power to the on-site STEP system, at the Owner's sole expense.
 - f. Lot Owners are responsible for any required on-site STEP system repairs. All work must be done with notice to the Association and CSO inspection, and it must be done in accordance with Association standards. If a Lot Owner fails to make a required repair, the Association may cause such the repair work to be done and may specially assess the cost thereof to such Owner, as set forth in the Declaration.
4. Contract System Operator (CSO): scope of the CSO's responsibilities shall include but not be limited to:
- a. Issuing permits for new connections.
 - b. Inspecting on-site system installations for compliance with system standards.
 - c. Performing routine monitoring and maintenance of on-site systems and LSAS.
 - d. Collecting data and information On on-site systems and LSAS regarding performance Of systems.
 - e. Preparing and submitting periodic reports as may be required by the Association or Idaho State regulatory agencies.
 - f. Responding to alarms, system failures, and emergencies that may occur.

g. Administering monthly sewer bills to Owner of each Lot in the Subdivision.

The Board of the Association, or a separate board formed pursuant to Idaho law for the purpose of overseeing the wastewater treatment system for Wild Ridge, may amend the provisions of this Wastewater Declaration at any time and in any manner approved by a majority of the Board members, provided any such amendment shall not be inconsistent with the Articles, Bylaws, Declaration, or the law.

The provisions of this Wastewater Declaration shall liberally construed to effectuate the purposes set forth herein, above, and shall be construed and governed by the laws of the State of Idaho.

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine or neuter.

All captions and titles used in this Wastewater Declaration are intended solely for convenience of reference and shall have no legal or binding effect.

Each Of the provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

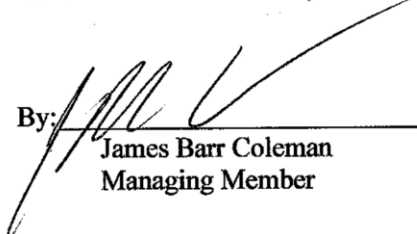
The conditions and restrictions set forth in this Wastewater Declaration touch and concern real property and shall run with the Property and shall be binding upon all persons and entities who acquire any right, title or interest in property in the Wild Ridge subdivision, and their respective heirs, devisees, successors and assigns.

[Signatures on following page]

DATED this 20th day of April, 2015.

Wilde-Idaho Residential, LLC

Wilde-Idaho Residential, LLC


By: 
James Barr Coleman
Managing Member

STATE OF NORTH CAROLINA)
)ss:
County of New Hanover)

On this 20th day of April, in the year 2015, before me EVAN WALLER, a Notary Public for the State of North Carolina, personally appeared JAMES BARR COLEMAN known or identified to me, to be the Managing Member of Wilde-Idaho Residential, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

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| <p>EVAN WALLER NOTARY PUBLIC NEW HANOVER COUNTY, NC My Commission Expires 3-15-2020</p> |
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Notary Public for the State of North Carolina
Residing in: New Hanover County
My Commission Expires: _____