

BCT misc.

1038488

<p>St. Clair ESTATES</p> <p>MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS</p> <p>For</p> <p>ST. CLAIR ESTATES</p> <p>To the City of</p> <p>IDAHO FALLS, BONNEVILLE COUNTY, IDAHO</p>	INSTRUMENT NO.	1038488
	DATE	1-10-01
	INST. CODE	927
	IMAGED PGS	25
	FEE	75.00
	STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
	I hereby certify that the within instrument was recorded.	
	Ronald Lengrore, County Recorder	
	By <u>[Signature]</u>	Deputy
	Request of BCT	

THIS MASTER DECLARATION is executed on the dates herein set forth by and between the undersigned developer and property owners of St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho, hereinafter referred to as "Declarants".

RECITALS:

1. Declarants are the owner of lots in St. Clair Estates, Divisions No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plat thereof.
2. The lots in St. Clair Estates, Divisions No. 1, 2, 3, and 4 are currently approved by the City Council of Idaho Falls with the lots in St. Clair Estates Divisions No. 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 preliminarily platted and to be added in stages at later dates.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that St. Clair Estates, City of Idaho Falls, Bonneville County, Idaho, Divisions 1-12 and such other properties as hereinafter made subject to the Declaration, shall be subject to the following uniform covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the real estate described herein and be binding on all parties having any part thereof, their heirs, successors and assigns, and shall inure to benefit of each owner thereof. The Declaration as set forth herein shall be binding on all persons having or acquiring any interest in the Properties hereinafter described; shall inure to the benefit of every portion of such real property and any interest therein; shall inure to the benefit of and be binding upon the Declarant, by any Owners or Owner's successors in interest, or by the Association as defined hereinafter.

**ARTICLE I
DEFINITIONS**

Section 1. “**Association**” shall mean the St. Clair Estates Community Association, Inc., its successors and assigns.

Section 2. “**Committee**” shall mean the St. Clair Estates Architectural Control Committee.

Section 3. “**Owners**” shall mean the record owner, whether one or more persons or entities, of any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. “**Properties**” shall mean that certain real estate described as St. Clair Estates, Divisions No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plats thereof and of such additional property as may hereafter be brought within the jurisdiction of the Association. The Common Areas shall be excluded from the definition of Properties.

Section 5 “**Common Area**” shall mean all real property (including the improvements thereto) owned or maintained by the Association for the common use and the enjoyment of the Owners. The Common Area currently owned or maintained by the Association at the time of this Declaration includes (but is not necessarily limited to) the following:

Lot A, Block 2, St. Clair Estates Division #1 to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plat thereof.

Lot B, Block 2, St. Clair Estates Division #2 to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plat thereof.

Lot E, in the intersection of Brookview Drive and Summer Way, St. Clair Estates Division #1 to the City of Idaho Falls, Bonneville County according to the recorded plat thereof.

Lot F, in the intersection of Sunny Pine Way and Pine Needle Circle, St. Clair Estates Division #2 to the City of Idaho Falls, Bonneville County according to the recorded plat thereof.

Public Areas and Easements, consisting of the canal banks and entrances along St. Clair Road (15th East).

Section 6. “Lot” shall mean any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 7. “Developer” shall mean IFD, Inc., and their successors or assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 8. “Homeowner” shall mean all Owners other than the Developer.

ARTICLE II PROPERTY RIGHTS

Section 1. **Residential Use.** All Lots shall be used for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage, unless approved by the Committee.

Section 2. **Homeowner’s Easement of Enjoyment.** Every Homeowner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.
- (b) The right of the Association to suspend the voting rights and the right to use the recreational facilities by a Homeowner for a period not to exceed sixty (60) days for infractions of its published rules and regulations.
- (c) The right of the Association to suspend the voting rights and the right to use the recreational facilities by a Homeowner for any period during which any assessment against the Homeowner’s Lot is unpaid.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Board of Directors of the Association has been recorded, after such transfer has been approved by the Owners of 51% of the Lots. Lot 4, Block 3, St. Clair Estates Division #2, being designated by the City of

Idaho Falls as the Park/Retention Basin is exempt from this restriction.

Section 3. **Delegation of Use.** Any Homeowner may delegate, in accordance with the By-laws of the Association, his right to the enjoyment of the Common Area and facilities to the members of his family, his tenants, or other persons who reside on the property.

ARTICLE III COMMUNITY ASSOCIATION

Section 1. **Membership.** Every person or entity who is a record owner or a fee or undivided fee interest in any Lot, which is subject to assessment by the Association, shall be a member of the Association except for Lots held by the Developer. The foregoing is not intended to include persons who hold an interest merely as a security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, by the Association.

Section 2. **Voting Rights.** Every Homeowner shall be entitled to one (1) vote for each Lot owned. When more than one (1) person owns any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast for any Lot. No fractional votes are allowed.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot (other than Lots held by the Developer) by acceptance of a deed transfer thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (a) Annual Assessments or charges
- (b) Special assessments for capital improvements

Such assessments to be established and collected as in hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment is due. The

personal obligation for the delinquent assessments shall not pass to a Homeowner's successor in title unless expressly assumed by them.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of St. Clair Estates and for the improvement and maintenance of Common Areas.

Section 3. **Annual Assessment.** The annual assessment shall be One Hundred Fifty and NO/100ths Dollars (\$150.00) per Lot.

- (a) From and after January 1, 2000, the annual assessment may be increased each year by the Board of Directors of the Association no more than 5% above the assessment for the previous year without a vote of the Homeowners.
- (b) From and after January 1, 2000, the annual assessment may be increased above 5% from the prior year by an assenting vote of 2/3rds of the Homeowners who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4. **Special Assessments for Capital Improvements.** In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Homeowners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. **Notice and Quorum for any Action Authorized Under Section 3 and Section 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and Section 4 shall be sent to all Homeowners not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Homeowners or of proxies entitled to exercise fifty-one per cent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the same as the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the previous meeting.

Section 6. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at the same rate for each Lot and may be collected on either an annual or monthly basis.

Section 7. **Due Dates.** The Board of Directors or the Association shall fix the amount of the annual assessment against each Lot no later than December 1 of the preceding calendar year. Written notice of the annual assessment shall be sent to every Homeowner subject thereto. The Board of Directors of the Association shall establish the due date. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 8. **Effects of Nonpayment of Assessments.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Board of Directors of the Association may bring legal action against the Owner personally obligated to pay the assessment and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Homeowner's Lot.

Section 9. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to the payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

Section 1. **Membership.** The Architectural Control Committee shall consist of three (3) members to be named by October 1, 2000. All decisions of the Committee shall be by a majority of the members unless the Committee has designated (by a majority thereof) a representative to act therefore. In the event of resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

Section 2. **Non-compensation of Committee Members.** None of the members of the Committee or its designated representative shall be entitled to compensation for services performed pursuant to this covenant.

Section 3. **Change in Membership.** A two thirds (2/3) vote of the record Owners of the residential Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw or restore to the Committee any of its power and duties.

Section 4. **Deadlines.** The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within fifteen (15) days after the plans and specifications have been submitted to it and if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been duly complied with.

Section 5. **Non-liability.** Neither the Committee nor any member thereof, nor its duly authorized representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, provided such person has, upon the basis of such information possessed by him, acted in good faith without willful or intentional misconduct.

Section 6. **Prior Approval.** All plans must be approved by the Architectural Control Committee before their submittal to the City for permits. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or material alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures, topography and compliance with this Declaration by the Architectural Control Committee.

Section 7. **Procedure.** All decisions of the Committee shall be in writing. Copies of all plans and specifications for which approval is sought shall be submitted to each member of the Committee, each of whom shall not have less than five (5) days, but not more than fifteen (15) days, to approve or disapprove such plans and specifications. Failure by any member of the Committee to approve or disapprove such plans and specification within fifteen (15) days shall constitute approval of such plans and specifications by the member failing to act.

Section 8. **Violations.** The Owner of any improvements constructed in violation of the Declaration or who shall construct improvements without Committee approval thereof as provided herein, shall be subject to appropriate action by the Board of Directors of the Association for removal of the same at the sole expense of the Owner.

Section 9. Decisions. Except as otherwise provided herein, decisions of the Committee shall be by majority vote.

**ARTICLE VI
GENERAL USE RESTRICTIONS AND COVENANTS**

Section 1. Dwelling Size and Quality Specifications. No dwelling shall be permitted on any Lot at a size less than the "Minimum Size" and without the following "Minimum Quality Specifications" as hereinafter defined:

(a) **Size of Dwelling and Garages.** The following minimum sizes are for total above ground square feet excluding porches and garages. All homes shall have at least a two car garage.

	St. Clair North	St. Clair South
One Story	1200 sq. ft.	1500 sq. ft.
Two Story	1500 sq. ft.	1800 sq. ft.
3 or more levels	1100 sq. ft. footprint 1400 sq. ft. above grade	1400 sq. ft. footprint 1800 sq. ft. above gr.
Garages	400 sq. ft.	440 sq. ft.

(b) **Minimum Quality Specifications.**

(1) **Roof Pitch and Materials.** All homes shall have a minimum roof pitch of at least six (6) inch rise for every twelve (12) inch run. (6/12) All roof materials must be architectural shingles (min. 25 yr. Rating).

(2) **Eaves.** All eaves shall be a minimum of twelve (12) inches in depth.

(3) **Exterior Siding.** A minimum of 50% of the front elevation of homes must be brick, stone or stucco. The remaining siding may be vinyl. No wood or paint grade siding will be allowed.

(4) **Building Method.** All dwellings must be built on site.

Section 2. Driveways. All driveways shall be concrete, brick, or pavers (no asphalt composition).

Section 3. Fencing and Protective Screening. All fencing must conform to the City of Idaho Falls setback requirements. Any fencing visible from the street elevations must be vinyl or vinyl coated metal. All fencing materials, front yards and back yards, must be approved by the Committee before installation.

- Section 4.** **Building Location.** The location of any building, structure or appurtenance within the real property described herein shall be in accordance with the City of Idaho Falls Zoning Ordinances currently in effect and applicable to the particular Lot. All measurements shall be from the foundation.
- Section 5.** **Outbuildings.** Any outbuilding requiring a city building permit shall be constructed of the same materials as the main dwelling and must be approved by the Architectural Committee prior to construction. All other outbuildings cannot exceed ten (10) feet in height without architectural approval.
- Section 6.** **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown 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 change the direction, obstruct, or retard the flow of water through the drainage channels.
- Section 7.** **Re-subdivision.** No Lot shall be subdivided or re-subdivided from the lot size and dimensions as reflected on the plat of this subdivision existing on the date these covenants are recorded unless approved by the Committee.
- Section 8.** **Sidewalks.** The Lot Owner shall construct the sidewalk relating to his Lot at his expense, in compliance with the City of Idaho Falls specifications, prior to the date of the City's issuance or the Certificate of Occupancy for the residence thereon, or within twenty (20) days of the date of occupancy of the residence thereon, whichever occurs first. Each Lot Owner shall remove the snow, maintain, repair, and replace or otherwise care for and keep the sidewalk in a clean and safe condition and free from obstructions.
- Section 9.** **Landscaping.** The lawn and landscaping expenses related to any Lot shall be at the Owner's expense and shall be completed within one hundred eighty (180) days of the date of transfer from the Declarant unless such transfer is to a home builder for construction of a home thereon. In such case, the lawn and landscaping shall be completed within one hundred eighty (180) days of the date of the City of Idaho Falls issuance of the Certificate of Occupancy for such residence. All landscaping must be approved by the Committee and completed in compliance therein.
- Section 10.** **Nuisance.** No noxious, offensive or annoying activity, nor improper or unlawful use, shall be allowed or permitted on any Lot. Any activity or use that is, or becomes, an annoyance and/or nuisance to or interferes with the peaceful possession and proper use of any Lot shall be prohibited. The terms "offensive" and/or "improper" shall include the open storage of junk and/or non-operating automobiles, trucks, or other vehicles, and/or other

forms of bulk storage not normally associated with the residential use of property. Storage of such items may be permitted in confined locations and defined areas enclosed by a building and approved by the Committee. A fence shall not qualify as a building for such purposes. Without limiting the generality of any of the foregoing provisions, no external speakers, horns, whistles, bells, or other sound devices, excepting those used exclusively for security purposes, shall be located, used or placed upon any Lot.

Section 11. **Temporary Residences.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. All construction of buildings or other structures shall be completed no later than twelve (12) months from the date of commencement of construction thereof or date of building permit thereof, whichever comes first.

Section 12. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except the following:

- (a) a professional sign of no more than one (1) square foot
- (b) one (1) sign of not more than five (5) square feet advertising the property for sale or rent
- (c) one (1) builder sign of not more than fifteen (15) square feet during the construction and sales period

Section 13. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not being kept, bred or maintained for any commercial purposes. No animal is to roam free or be allowed to enter upon other private property. Animals will be allowed within the Common Areas only when accompanied by an Owner and on a leash. Owners are responsible for cleaning up after their animals within the community of St. Clair Estates.

Section 15. **Clean Conditions.** Each Lot and all improvements thereon shall be kept in a clean and sanitary condition. No rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist. All trash, garbage or

other waste shall be kept in sanitary containers. All equipment for the storage of such materials shall be kept clean and sanitary and not become offensive or a nuisance.

Section 16. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections. Unless the foliage line is maintained of sufficient height to prevent obstruction of such sight-lines.

Section 17. **Antennas/Satellite Dishes.** Any antenna of any type greater than three (3) feet in diameter must be approved by the Committee. Satellite dishes shall not be allowed closer to any street than the rear line of the house and shall not be visible from any street. No satellite dishes larger than thirty-six (36) inches in diameter shall be allowed.

Section 18. **Outdoor Recreational and Play Equipment.** All swing sets, play sets, basketball hoops, skateboard ramps, and other sports or play related outdoor recreational equipment which shall be visible from neighboring properties shall require approval of the Architectural Control Committee.

Section 19. **Recreational Vehicles.** No recreational vehicle will be allowed to remain on any Lot, driveway or roadway for more than fifteen (15) days without the written approval of the Architectural Control Committee. A recreational vehicle inside a garage or approved outbuilding or behind an approved fence on a Lot will be allowed.

Section 20. **Maintenance and Repair of Common Areas.** The St. Clair Estates Community Association shall provide maintenance of the common areas and easements along St. Clair Road as finances permit. Repair if damage in excess of normal wear and tear attributed to a Homeowner, his family or guests shall be the sole responsibility of the Homeowner.

**ARTICLE VII
GENERAL PROVISIONS**

Section 1. **Enforcement.** Enforcement of these protective covenants shall be by proceedings at law or in equity against any person or persons (excluding the persons serving on the Committee) violating or attempting to violate any covenant, either to restrain violation or recover damages. All costs and expenses thereof including attorney's fees shall be paid by the defaulting party whether such is incurred by the filing of suit or otherwise. In the event an action is brought by the Committee to enforce any covenant and/or condition contained herein and the costs and expenses are not recoverable from the defaulting party for any reason, said costs and expenses shall be paid equally by all Lot Owners within St. Clair Estates. The actions, non-actions or negligence of the members of the Committee shall not be actionable under any circumstances. Failure by the Committee to enforce any part of these covenants shall not be deemed a waiver and shall not in any regard affect the future enforceability of such covenant(s).

Section 2. **Severability.** Invalidation of any one of these covenants or restrictions in this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by persons owning not less than sixty-five percent (65%) of the Lots. If a lot is owned by more than one person or entity, the signature of any one Owner shall be sufficient to represent all Owners of that Lot for purposes of this Article VII, Section 3. Any and all amendments must be recorded.

Section 4. **Annexation and Inclusion of Surrounding Tracts and Divisions.** Additional tracts of property surrounding or within close proximity of the Lots and the above described Common Areas may be annexed and brought within the jurisdiction of the Association, as provided herein, upon compliance with the following conditions:

- (a) That such additional tracts be subdivided and platted pursuant to the laws of the State of Idaho and the City of Idaho Falls.
- (b) That a consent to Master Declaration of Covenants, Conditions and Restrictions of St. Clair Estates additions to the City of Idaho Falls, Bonneville County, Idaho be executed by the owner or owners of such properties consenting to be bound by

the Covenants, Conditions and Restrictions contained in this Declaration.

(c) That the property is all or a portion of the following describe real property:

BEGINNING AT THE POINT THAT IS SOUTH 00°08'01" WEST 1178.00 FEET ALONG THE SECTION LINE AND SOUTH 89°51'59" EAST 40.94 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO AND RUNNING THENCE SOUTH 89°23'59" EAST 1796.12 FEET; THENCE NORTH 00°56'50" WEST 918.63 FEET; THENCE NORTH 89°50'50" EAST 565.91 FEET; THENCE NORTH 00°56'50" WEST 178.58 FEET TO A POINT OF CURVE HAVING A RADIUS OF 22.49 FEET AND A CHORD THAT BEARS NORTH 45°10'28" WEST 31.37 FEET; THENCE TO THE LEFT ALONG SAID CURVE 34.72 FEET THROUGH A CENTRAL ANGLE OF 88°27'12" TO A POINT 53.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 33; THENCE SOUTH 89°23' 59" EAST 102.14 FEET TO A POINT OF CURVE HAVING A RADIUS OF 19.72 FEET AND A TANGENT THAT BEARS NORTH 89°23'59" WEST AND A CHORD THAT BEARS SOUTH 44°49'30" WEST 28.26 FEET; THENCE TO THE LEFT ALONG SAID CURVE 31.51 FEET THROUGH A CENTRAL ANGLE OF 91°32'45"; THENCE SOUTH 00°56'49" EAST 181.87 FEET; THENCE NORTH 89°03'10" EAST 210.00 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 33; THENCE SOUTH 00°56'50" EAST 2426.84 FEET TO THE CENTER OF SECTION 33; THENCE NORTH 88°40'57" WEST 2661.90 FEET ALONG THE EAST-WEST CENTER LINE OF SECTION 33 TO THE EAST RIGHT-OF-WAY LINE OF ST. CLAIR ROAD; THENCE NORTH 00°10'13" EAST 1464.41 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

Upon compliance with such conditions, the Owner or Owners of Lots within said properties shall automatically become members of the Association with incidents and responsibilities thereof as provided in these Declarations and the Articles and By-laws of the Association.

IN WITNESS THEREOF, these presents are hereby signed as of this

11-15-00.
Date

Marvalee R. Dodds
Marvalee R. Dodds

STATE OF IDAHO)
)
County of Bonneville)

On this 15th day of Nov. 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared Marvalee R. Dodds, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

Jamie Ann Dazey
JAMIE ANN DAZEY)
NOTARY PUBLIC) Notary Public for Idaho
STATE OF IDAHO) Residing at Bonneville Co
My Commission Expires: 06/09/2005

IN WITNESS THEREOF, these presents are hereby signed as of this

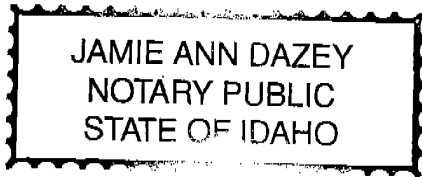
11-15-00
Date

Deborah T. Newby
Deborah T. Newby

STATE OF IDAHO)
)
County of Bonneville)

On this November 15, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Deborah T. Newby, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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



Jamie Ann Dazey
Notary Public for Idaho
Residing at Bonneville County
My Commission Expires: 06/09/2005

IN WITNESS THEREOF, these presents are hereby signed as of this

11/29/2000
Date

Robert W Fairhurst
Robert W. Fairhurst

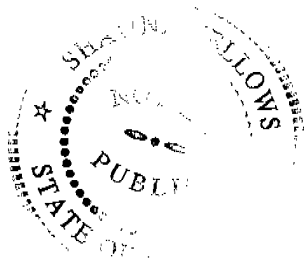
Roberta Fairhurst
Roberta Fairhurst

STATE OF IDAHO)
)
County of Bonneville)

On this 11/29/2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert W. Fairhurst and Roberta Fairhurst, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

Shauna Fellows
Notary Public for Idaho
Residing at: Bonneville Co
My Commission Expires: 02/27/2003



IN WITNESS THEREOF, these presents are hereby signed as of this

Jan 7, 01
Date

Karen Potter
Karen Potter

STATE OF IDAHO)
County of Bonneville)

On this Jan 17 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen Potter, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

Shawna Fellows
Notary Public for Idaho
Residing at: Bonneville CO
My Commission Expires: 01/07/01



IN WITNESS THEREOF, these presents are hereby signed as of this

Dec 4, 2000.

Date

James Delar Lords
James Delar Lords

Mary Lou Lords
Mary Lou Lords

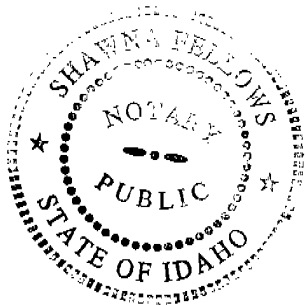
STATE OF IDAHO)

County of Bonneville)

On this 12/4/00, before me, the undersigned, a Notary Public in and for said State, personally appeared James Delar Lords and Mary Lou Lords, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

Shauna Fellows
Notary Public for Idaho
Residing at: Bonneville CO
My Commission Expires: 02/27/00



IN WITNESS THEREOF, these presents are hereby signed as of this

January 8, 2001
Date

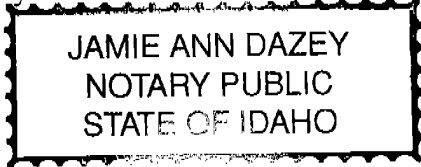
Leon Drake
Leon Drake

Annette Drake
Annette Drake

STATE OF IDAHO)
)
County of Bonneville)

On this January 8, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Annette and Leon Drake, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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



Jamie Ann Dazey
Notary Public for Idaho
Residing at: Bonneville Co.
My Commission Expires: 06/09/2005

**St. Clair
ESTATES**

**AMENDED MASTER DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

**For
ST. CLAIR ESTATES
To the City of
IDAHO FALLS, BONNEVILLE COUNTY, IDAHO**

INSTRUMENT NO.	1090281
DATE	9-30-02
INST. CODE	937
IMAGED PGS	14
FEE	42.00
STATE OF IDAHO) COUNTY OF BONNEVILLE) SS	
I hereby certify that the within instrument was recorded.	
Recorded by _____, County Recorder	
By <u>M. Silling</u> Deputy	
Request of <u>JTT</u>	

THIS AMENDED MASTER DECLARATION is executed on the dates herein set forth by and between the undersigned developer and property owners of St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho, hereinafter referred to as "Declarants".

RECITALS:

1. Declarants are the owners of lots in St. Clair Estates, Divisions Nos. 1, 2, 3, 4, 5, 6, and 7 to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plat thereof.
2. The lots in St. Clair Estates, Divisions Nos. 1, 2, 3, and 4 are currently approved by the City Council of Idaho Falls with the lots in St. Clair Estates Divisions Nos. 5, 6, and 7 preliminarily platted and to be added in stages at later dates.

DECLARATION

NOW, THEREFORE, Declarants hereby declare that St. Clair Estates, City of Idaho Falls, Bonneville County, Idaho, Divisions Nos. 1-7 and such other properties as hereinafter made subject to the Declaration, shall be subject to the following uniform covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the real estate described herein and be binding on all parties having any part thereof, their heirs, successors and assigns, and shall inure to benefit of each owner thereof. The Declaration as set forth herein shall be binding on all persons having or acquiring any interest in the Properties hereinafter described; shall inure to the benefit of every portion of such real property and any interest therein; shall inure to the benefit of and be binding upon the Declarants, by any Owners or Owner's successors in interest, or by the Association as defined hereinafter.

**ARTICLE 1
DEFINITIONS**

Section 1. "Association" shall mean the St. Clair Estates Community Association, Inc., its successors and assigns.

Section 2. "Committee" shall mean the St. Clair Estates Architectural Control Committee.



Section 3. “**Owner**” shall mean the record owner, whether one or more persons or entities, of any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. “**Properties**” shall mean that certain real estate described as St. Clair Estates Divisions Nos. 1, 2, 3, 4, 5, 6, and 7 to the City of Idaho Falls, Bonneville County, Idaho, according to the recorded plats thereof, and of such additional property as may hereafter be brought within the jurisdiction of the Association. The Common Areas shall be excluded from the definition of Properties.

Section 5. “**Common Area**” shall mean all real property (including the improvements thereto) owned or maintained by the Association for the common use and the enjoyment of the Owners. The Common Area currently owned or maintained by the Association at the time of this Declaration includes (but is not necessarily limited to) the following:

Lot A, Block 2, St., Clair Estates Division #1 to the City of Idaho Falls, Bonneville County, Idaho, according to the recorded plat thereof.

Lot B, Block 2, St. Clair Estates Division #2 to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plat thereof.

Lot E, in the intersection of Brookview Drive and Summer Way, St. Clair Estates Division #1 to the City of Idaho Falls, Bonneville County according to the recorded plat thereof.

Lot F, in the intersection of Sunny Pine Way and Pine Needle Circle, St. Clair Estates Division #2 to the City of Idaho Falls, Bonneville County according to the recorded plat thereof.

Public Areas and Easements, consisting of the canal banks and entrances along St. Clair Road (15th East).

Section 6. “**Lot**” shall mean any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 7. “**Developer**” shall mean IFD, Inc., and their successors or assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development, excluding builders.

Section 8. “**Homeowner**” shall mean an Owner other than the Developer and other than a builder.

Section 9. “**Builder**” shall mean an Owner who acquires one or more Lot(s) for the purpose of constructing a single family dwelling and a private garage in accordance with this Master Declaration, but intends to resell the Lot and dwelling rather than reside in or allow a tenant to reside in the dwelling. If the Builder resides in or allows a tenant to reside in the dwelling, then at that time the Builder shall become a Homeowner with respect to such Lot and dwelling.



Section 10. “**Outbuilding**” shall mean a building on a Lot detached from the primary residence, including but not limited to a bully barn, shed or garage. Custom built detached structures as well as pre-manufactured detached structures are considered outbuildings regardless of whether or not the structure requires a building permit.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. **Residential Use.** All Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage, unless approved by the Committee.

Section 2. **Homeowner’s Easement of Enjoyment.** Every Homeowner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.
- (b) The right of the Association to suspend the voting rights and the right to use the recreational facilities by a Homeowner for a period not to exceed sixty (60) days for infractions of its published rules and regulations.
- (c) The right of the Association to suspend the voting rights and the right to use the recreational facilities by a Homeowner for any period during which any assessment against the Homeowner’s Lot is unpaid.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Board of Directors of the Association has been recorded, after such transfer has been approved by the Owners of fifty-one percent (51%) of the Lots. Lot 4, Block 3, St. Clair Estates Division #2, which is designated by the City of Idaho Falls as the Park/Retention Basin, is exempt from this restriction.
- (e) The right of the Association to accept the dedication or transfer of additional portions of the Properties into Common Areas. No such dedication or transfer shall be accepted by the Association unless such transfer has been approved by the Owners (including Developers and Builders) of fifty-one percent (51%) of the Lots.

Section 3. **Delegation of Use.** Any Homeowner may delegate, in accordance with the By-laws of the Association, his right to the enjoyment of the Common Area and facilities to the members of his family, his tenants, or other persons who reside on the property.

ARTICLE III COMMUNITY ASSOCIATION

Section 1. **Membership.** Every Homeowner shall be a member of the Association. Developer(s) and Builder(s) shall have voting rights in the Association as stated hereinafter. The foregoing is not intended to include persons who hold an interest merely as a security for the performance of an obligation. Except for Lots owned by a Developer or a Builder, membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. **Voting Rights.** Every Homeowner shall be entitled to one (1) vote for each Lot owned by such Homeowner. A Developer and a Builder shall be entitled to one (1) vote for each Lot owned by the respective Developer or Builder, except as hereinafter designated. When more than one (1) person or entity owns any interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast for any Lot. No fractional votes are allowed.

Section 3. **Duty to Form Association.** The Homeowners shall have the obligation to form and maintain the Association. In the event the Homeowners fail to form the Association by October 1, 2002, the Developer shall have the right to act in all ways as the Association until such time as the Homeowners form the Association. The Developer's right to act as the Association shall include, but not be limited to, the right to assess, collect, and expend assessments, including assessments retroactive to the date a Homeowner became a record Owner. During such time the Developer is acting as the Association, the Developer shall be bound by the same voting procedures, restrictions, and purposes pertaining to the Homeowners as if the Homeowners were functioning in the Association.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Each Homeowner (other than Lots held by a Developer or a Builder) by acceptance of a deed transfer thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association:

- (a) Annual Assessments or charges.
- (b) Special Assessments for capital improvements.

Such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall be the personal obligation of the person who is the owner of such Lot at the time the assessment is due. The personal obligation for the delinquent assessments shall not pass to a Homeowner's successor in title unless expressly assumed by the successor in title.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of St. Clair Estates and for the improvement and maintenance of Common Areas.

Section 3. **Annual Assessment.** The annual assessment shall be assessed on a calendar year basis and shall be pro-rated for a partial calendar year. Both partial annual assessments and full annual assessments, as defined below, shall be pro-rated in the first year that each such assessment applies. A full annual assessment shall apply as soon as a dwelling is attached to a Homeowner's Lot and is initially occupied. A partial annual assessment shall apply if a Homeowner's Lot is vacant, or if the Lot has a partially or fully completed dwelling attached that has never been occupied. A partial annual assessment shall be fifty percent (50%) of the full annual assessment. Once a Homeowner's Lot attains full annual assessment status, it does not revert back to partial assessment status for subsequent occupant vacancies nor for any other reason. The initial full annual assessment shall be One Hundred Fifty Dollars (\$150.00) per Lot of a Homeowner, or the amount set by the governing board of the Association pursuant to subsections (a) or (b) in this Section 3, whichever amount is greater.

- (a) From and after January 1, 2000, the annual assessment may be increased or decreased each year by the governing board of the Association no more than five percent (5%) above or below the assessment for the previous year without a vote of the Homeowners. Neither a Developer nor a Builder shall have a vote for this purpose.
- (b) From and after January 1, 2000, the annual assessment may be increased or decreased more than five percent (5%) from the prior year by an assenting vote of two-thirds (2/3) of the Homeowners who are voting in person or by proxy, at a meeting duly called for this purpose. Neither a Developer nor a Builder shall have a vote for this purpose.

Section 4. **Special Assessments for Capital Improvements.** In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment



shall have the assent of two-thirds (2/3) of the votes of the Homeowners who are voting in person or by proxy at a meeting duly called for this purpose. Neither a Developer nor a Builder shall have a vote for this purpose.

Section 5. **Notice and Quorum for any Action Authorized Under Section 3 and Section 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and Section 4 of Article IV shall be sent to all Homeowners, and each Developer and Builder if a Developer or Builder still owns any of the Properties. The notice shall be sent not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At each such meeting called, the presence of Homeowners or of proxies entitled to exercise fifty-one per cent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the same as the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the previous meeting. For the purpose of determining a quorum, Lots owned by a Developer or a Builder shall only be included when the Developer or Builder is entitled to vote on the matter(s) being considered.

Section 6. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at the same rate for each Lot eligible to be assessed and may be collected on either an annual or monthly basis.

Section 7. **Due Dates.** The governing board of the Association shall fix the amount of the annual assessment against each Lot no later than December 1 of the preceding calendar year. Written notice of the annual assessment shall be sent to every Homeowner subject thereto. The governing board of the Association shall establish the due date. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 8. **Effects of Nonpayment of Assessments.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The governing board of the Association may bring legal action against the Homeowner personally obligated to pay the assessment and/or foreclose the lien against the property. No Homeowner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Homeowner's Lot.

Section 9. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to the payments, which became due prior to such sale



or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

- Section 1.** **Membership.** The Architectural Control Committee shall consist of three (3) members to be named by October 1, 2000. All decisions of the Committee shall be by a majority of the members unless the Committee has designated (by a majority thereof) a representative to act therefore. In the event of resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.
- Section 2.** **Non-compensation of Committee Members.** None of the members of the Committee or its designated representative shall be entitled to compensation for services performed pursuant to this covenant.
- Section 3.** **Change in Membership.** A two thirds (2/3) vote of the record Owners (including Developers and Builders) of the residential Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw or restore to the Committee any of its power and duties.
- Section 4.** **Deadlines.** The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within fifteen (15) days after the plans and specifications have been submitted to it and if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been duly met.
- Section 5.** **Non-liability.** Neither the Committee nor any member thereof, nor its duly authorized representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, provided such person has, upon the basis of such information possessed by him acted in good faith without willful or intentional misconduct.
- Section 6.** **Prior Approval.** All plans must be approved by the Architectural Control Committee before their submittal to the City for permits. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or material alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding

structures, topography and compliance with this Declaration by the Architectural Control Committee.

Section 7. **Procedure.** All decisions of the Committee shall be in writing. Copies of all plans and specifications for which approval is sought shall be submitted to each member of the Committee, each of whom shall not have less than five (5) days, but not more than fifteen (15) days, to approve or disapprove such plans and specifications. Failure by any member of the Committee to approve or disapprove such plans and specification within fifteen (15) days shall constitute approval of such plans and specifications by the member failing to act.

Section 8. **Violations.** The owner of any improvements constructed in violation of this Amended Master Declaration, shall be subject to appropriate action by the Board of Directors of the Association including removal of the same at the sole expense of the owner.

Section 9. **Decisions.** Except as otherwise provided herein, decisions of the Committee shall be by majority vote.

**ARTICLE VI
GENERAL USE RESTRICTIONS AND COVENANTS**

Section 1. **Dwelling Size and Quality Specifications.** No dwelling shall be permitted on any Lot at a size less than the "Minimum Size" and without the following "Minimum Quality Specifications" as hereinafter defined:

- (a) **Size of Dwelling and Garages.** The following minimum sizes are for total above ground square feet excluding porches and garages. All homes shall have at least a two-car garage.

	<u>Divisions Nos. 1, 3, 5, 6 & 7</u>	<u>Divisions Nos. 2 & 4</u>
One Story	1200 sq. ft.	1400 ft.
One & a Half Story	1500 sq. ft.	1700 sq. ft.
Two Story	1500 sq. ft.	1700 sq. ft.
Upper Three levels of Multi-level	1500 sq. ft. above grade	1700 sq. ft. above grade
Garages	400 sq. ft.	440 sq. ft.

- (b) **Minimum Quality Specifications.**

- (1) **Roof Pitch and Materials.** All homes shall have a minimum roof pitch of at least five (5) inch rise for every twelve (12) inch run.



(5/12) All roof materials must be architectural shingles (min. 25 yr. rating).

- (2) **Eaves.** All eaves shall be a minimum of twelve (12) inches in depth except for eaves over cantilevers.
- (3) **Exterior Siding.** A minimum of forty-two (42) inches of wainscoting must be on the front elevation of homes and must be brick, stone or stucco. The remaining siding may be vinyl, metal, or other low maintenance product. No wood, masonite, T 1-11, nor other paint grade siding will be allowed.
- (4) **Building Method.** All dwellings must be built on site.

Section 2. **Driveways.** All driveways shall be concrete, brick, or pavers (no asphalt composition).

Section 3. **Fencing and Protective Screening.** All fencing must conform to the City of Idaho Falls setback requirements. Any fencing facing or visible from the street elevations must be vinyl or vinyl coated metal. No chain link fencing is allowed. All fencing materials, front yards and back yards, must be approved the Committee before installation.

Section 4. **Building Location.** The location of any building, structure or appurtenance within the real property described herein shall be in accordance with the City of Idaho Falls Zoning Ordinances currently in effect and applicable to the particular Lot.

Section 5. **Outbuildings.** All outbuildings must be approved by the Architectural Committee. Only those outbuildings requiring a city building permit shall be required to be constructed of the same materials as the main dwelling.

Section 6. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown 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 change the direction, obstruct, or retard the flow of water through the drainage channels.

Section 7. **Re-subdivision.** No Lot shall be subdivided or re-subdivided from the lot size and dimensions as reflected on the plat of this subdivision existing on the date these covenants are recorded unless approved by the Committee.

Section 8. **Sidewalks.** The Homeowner shall construct the sidewalk relating to his Lot at his expense, in compliance with the city of Idaho Falls specifications. Homeowner

shall remove the snow, maintain, repair, and replace or otherwise care for and keep the sidewalk in a clean and safe condition and free from obstructions.

Section 9. **Landscaping.** The lawn and landscaping related to any Lot shall be at the Homeowner's expense and shall be completed within three hundred sixty-five (365) days of the date of transfer from the Developer or Builder. A Developer or Builder is not required to install lawn nor landscaping, but all Owners must comply with the City of Idaho Falls weed ordinance at all times.

Section 10. **Nuisance.** No noxious, offensive or annoying activity, nor improper or unlawful use, shall be allowed or permitted on any Lot. Any activity or use that is, or becomes, an annoyance and/or nuisance to or interferes with the peaceful possession and proper use of any Lot shall be prohibited. The terms "offensive" and/or "improper" shall include the open storage of junk and/or non-operating automobiles, trucks, or other vehicles, and/or other forms of bulk storage not normally associated with the residential use of property. Storage of such items may be permitted in confined locations and defined areas enclosed by a building and approved by the Committee. A fence shall not qualify as a building for such purposes. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells, or other sound devices, excepting those used exclusively for security purposes, shall be located, used or placed upon any Lot.

Section 11. **Temporary Residences.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. All construction of buildings or other structures shall be completed no later than twelve (12) months from the date of commencement of construction thereof or date of building permit thereof, whichever comes first.

Section 12. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except the following:

- (a) a professional sign of no more than one (1) square foot.
- (b) one (1) sign of not more than five (5) square feet advertising the property for sale or rent.
- (c) one (1) builder sign of not more than fifteen (15) square feet during the construction and sales period.

Section 13. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not being kept, bred or maintained for any commercial purposes. No animal is to roam free or be allowed to enter upon other private property. Animals will be allowed within the Common Areas only when accompanied by a Homeowner and on a leash. Homeowners are responsible for cleaning up after their animals within the community of St. Clair Estates.

Section 15. **Clean Conditions.** Each Lot and all improvements thereon shall be kept in a clean and sanitary condition. No rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist. All trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage of such materials shall be kept clean and sanitary and not become offensive or a nuisance.

Section 16. **Antennas/Satellite Dishes.** Satellite dishes shall not be allowed closer to any street than the rear line of the house. No satellite dishes larger than thirty-six (36) inches in diameter shall be allowed.

Section 17. **Recreational Vehicles.** No recreational vehicle shall be allowed to remain on any Lot, driveway or roadway for more than fifteen (15) days without the written approval of the Association. The fifteen (15) days restriction shall apply even if not consecutive days if the fifteen (15) days fall within any thirty (30) consecutive day time period. A recreational vehicle inside a garage or approved outbuilding or behind an approved fence on a Lot shall be allowed without the written approval. For purposes of this Section 17, the following provisions shall apply:

- (a) Snowmobiles, ATV's, jet skis, boats, and other such recreational items shall be included in this restriction whether or not they are operational and whether or not they are loaded on a trailer.
- (b) Trailers, whether enclosed or unenclosed and whether loaded or empty, shall be included in this restriction.
- (c) Traditional recreational vehicles such as campers, fifth wheels, tent trailers and other RV's are included in this restriction, including but not limited to camper shells detached from their motorized source.

Section 18. **Maintenance and Repair of Common Areas.** The St. Clair Estates Community Association shall provide maintenance of the common areas and easements along St. Clair Road as finances permit. Repair if damage in excess of normal wear and tear attributed to a Homeowner, his family or guests shall be the sole responsibility of the Homeowner.



**ARTICLE VII
GENERAL PROVISIONS**

Section 1. **Enforcement.** Enforcement of these protective covenants shall be by proceedings at law or in equity against any person or persons (excluding the persons serving on the Committee) violating or attempting to violate any covenant, either to restrain violation or recover damages. All costs and expenses thereof including attorney's fees shall be paid by the prevailing party whether such is incurred by the filing of suit or otherwise. In the event an action is brought by the Committee to enforce any covenant and/or condition contained herein and the costs and expenses are not recoverable from the defaulting party for any reason, said costs and expenses shall be paid by the Association. The actions, non-actions or negligence of the members of the committee shall not be actionable under any circumstances. Failure by the Committee to enforce any part of these covenants shall not be deemed a waiver and shall not in any regard affect the future enforceability of such covenant(s).

Section 2. **Severability.** Invalidation of any one of these covenants or restrictions in this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by persons owning not less than two-thirds (2/3) of the Lots, including Lots owned by the Developer. If a Lot is owned by more than one person or entity, the signature of any one Owner shall be sufficient to represent all Owners of that Lot for purposes of this Article VII, Section 3. Any and all amendments must be recorded.

Section 4. **Annexation and Inclusion of Surrounding Tracts and Divisions.** Additional tracts of property surrounding or within close proximity of the Lots and the above described Common Areas may be annexed and brought within the jurisdiction of the Association, as provided herein, upon compliance with the following conditions.

- (a) That such additional tracts be subdivided and platted pursuant to the laws of the State of Idaho and the City of Idaho Falls.
- (b) That a consent be executed by the owner or owners of such properties consenting to be bound by the Covenants, Conditions and Restrictions contained in this Declaration.
- (c) That the property is all or a portion of the following described real property.

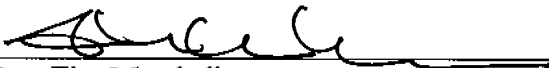
Beginning at the point that is South 00°08'01" West 1178.00 feet along the Section Line and South 89°51'59" East 40.94 feet from the Northwest corner of Section 33, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho and running thence South 89°23'59" East 1796.12 feet; thence North 00°56'50" West 918.63 feet; thence North 89°50'50" East 565.91 feet; thence North 00°56'50" West 178.58 feet to a point of curve having a radius of 22.49 feet and a chord that bears North 45°10'28" West 31.37 feet; thence to the left along said curve 34.72 feet through a central angle of 88°27'12" to a point 53.00 feet South of the North line of said Section 33; thence South 89°23'59" East 102.14 feet to a point of curve having a radius of 19.72 feet and a tangent that bears North 89°23'59" West and a chord that bears South 44°49'30" West 28.26 feet; thence to the left along said curve 31.51 feet through a central angle of 91°32'45"; thence South 00°56'49" East 181.87 feet; thence North 89°03'10" East 210.00 feet to the East line of the Northwest Quarter (NW1/4) of Section 33; thence South 00°56'50" East 2426.84 feet to the center of Section 33; thence North 88°40'57" West 2661.90 feet along the East-West center line of Section 33 to the East right-of-way line of St. Clair Road; thence North 00°10'13" East 1464.41 feet along said East right-of-way line to the point of beginning.

Upon compliance with such conditions, the Owner or Owners of Lots within said properties shall automatically become members of the Association with incidents and responsibilities thereof as provided in these Declarations and the Articles and By-laws of the Association.

IN WITNESS THEREOF, these presents are hereby signed as of this

9/27/2002
Date

IFD, Inc., an Idaho Corporation


By: Tim Marshall
Its: Managing Partner



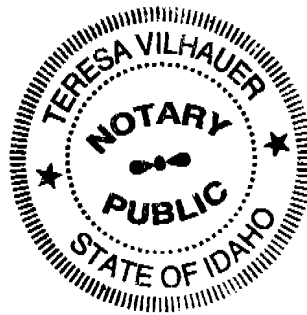
STATE OF Idaho)
) ss.
County of Bonneville)

On this 27TH day of SEPTEMBER 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Tim Marshall, known or identified to me to be the managing partner of IFD, Inc., an Idaho Corporation, and acknowledged to me that the corporation executed the within and foregoing instrument.

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



Notary Public for IDHAO
Residing at: RIGBY
My Commission Expires: 08/19/08



**FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF ST. CLAIR ESTATES DIVISIONS NOS. 8 & 9**

This Declaration is made as of the 20th day of December, 2002 by IFD, Inc., an Idaho corporation, being the owner of the following described real property situated in the County of Bonneville, State of Idaho, to-wit:

St. Clair Estates Divisions Nos. 8 & 9 to the City of Idaho Falls, Bonneville County, Idaho, according to the recorded plat thereof, excluding Block 12, Lot 1, St. Clair Estates Division No. 8 to the City of Idaho Falls, Bonneville County, Idaho, according to the recorded plat thereof, which has heretofore been conveyed by IFD, Inc., to a third party and is not governed by these covenants.

Hereafter, IFD, Inc., an Idaho corporation, shall be referred to as "the Declarant" and the aforementioned described real property, exclusive of Block 12, Lot 1, St. Clair Estates Division No. 8, shall be referred to as "the Property".

DECLARATIONS**I.**

Now, therefore, the Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, transferred, used and occupied subject to the provisions of this Declaration including the covenants, restrictions, reservations, and regulations contained and provided for herein, which are for the purpose of protecting the value and desirability of the property as a professional and commercial office building development, and which shall be construed as covenants of equitable servitude and shall run with the land and be binding on all parties having any right, title or interest in the property or any part thereof, and their heirs, successors and assigns.

II.

These amended declarations shall replace and supersede that certain "St. Clair Estates Master Declaration of Covenants, Conditions, and Restrictions for St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho" recorded January 10, 2001, as Bonneville County Instrument Number 1038488, which shall be of no further force and effect upon the recordation of these declarations.

III.

The general purpose and use of the Property shall be that of a continued use for commercial and professional purposes. It is the intent of the Declarant to discourage the use of the Property for use as nuisance industries or dwellings, except for dwellings specifically used for licensed, commercial residential care, which shall be allowed if the ACC approves and if proper governmental approval can be obtained.

IV.

The following additional restrictions are applicable to the various lots. Each reference to "owners" includes their tenants and invitees.

- (a) Keeping Outside Areas Clean and Sightly. All owners shall keep their lots in a reasonably clean, safe, sightly and tidy condition, except for reasonable activities during the construction of an authorized improvement. Refuse, garbage and trash shall be kept at all times in a covered container, and such covered container shall be screened from view at all times.
- (b) Limitations on Certain Activities. Owners shall not permit any obnoxious or offensive activity or nuisance to be carried on, in, or around their lot(s).

- (c) Repair of Buildings. No improvement upon any property shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.
- (d) Parking. Sufficient driveways and parking areas shall be provided by the owner of each lot to permit off-street parking, in order that the flow of traffic may not be obstructed or impeded and that snow removal may be facilitated. No owner shall permit any vehicle to be parked on its premises for more than twenty-four (24) consecutive hours at a time.
- (e) Landscaping and Weed Control. The owner of each undeveloped lot shall control all weeds and noxious plants so that no undeveloped lot shall have growing thereon weeds or noxious plants more than ten inches (10") inches in height, measured from the surface of the ground. All areas of each developed lot not covered by buildings, developed parking areas, concrete or pavement shall be fully landscaped with properly maintained grass or ornamental plants.
- (f) Architectural Control. Except as otherwise expressly provided herein, no building, fence, wall, driveway, parking lot, excavation or improvement of any kind shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made by any owner other than the Declarant, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same

shall have been submitted to and approved in writing by the Architectural Control Committee (hereafter "ACC").

- (g) Requirement of Development Approval. No structure or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain in or on the surface of any lot, and no construction activities shall be commenced until any such activities shall be approved by the ACC, consisting of the Declarant, or the Declarant's designated successor(s). Duplicate sets of plans and specifications for any proposed lot improvement or alterations shall be submitted to the ACC. Sufficient information shall be submitted to demonstrate compliance with all of the regulated covenants, and such plans shall include, but not be limited to, square footage, roof pitch and roof finishing materials, and location of the proposed improvement on the lot. The ACC shall review the complete plans and specifications as soon as practicable, and determine if the proposed use of development conforms to the requirements of these covenants and rules and guidelines adopted by the ACC. The ACC may approve plans and specifications subject to any conditions or modifications which the ACC determines to be necessary in order to insure conformity with the requirements of these covenants and such rules. The ACC shall retain one set of plans and specifications. The ACC shall set forth in writing its reasons for rejecting any proposed structure or other improvement promptly after written request by the applicable owner for a statement of such reasons.

- (h) Variances. The ACC may authorize variances from compliance with any of the architectural provisions of this Declaration and of any supplemental declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, and must be signed by at least a majority of the members of the ACC, and shall become effective upon recordation in the office of the County Recorder of Bonneville County, Idaho. If such variations are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration or any supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance.
- (i) Other Development and Use Restrictions. All developments on and use of the Property shall conform to the following requirements:
- (a) Land Use Regulations. Conformity with all applicable land use regulations of the City of Idaho Falls, Idaho, shall be required, in addition to the requirements of these covenants. In cases of any conflict, the more stringent requirement shall govern.

- (b) Set Backs. All structures and improvements shall be set back in accordance with applicable governmental ordinances, except the ACC reserves the right to require additional set backs from any lot line adjacent to any public roadway or adjacent lot if deemed necessary by the ACC to conform to specific topographic, aesthetic and environmental circumstances. This set back requirement shall not apply to internal lot lines between adjacent lots occupied by a single owner or tenant.
- (c) Temporary Structures Prohibited. No temporary structures, such as trailers, tents, shacks or similar buildings shall be permitted on any lot, except during construction as authorized by the ACC.
- (d) There shall be no width, height, location or size requirements for construction except as shall be required by the ACC.

V.

Leasing of Lots. All leasing of lots shall be subject in all respects to the provisions of this Declaration and failure of the Lessee to comply with the terms of this Declaration shall be a default under the lease and shall be enforceable against the Lessee directly and shall further be enforceable against the owner.

VI.

Enforcement. Each owner shall strictly comply with the provisions of this Declaration and the rules and regulations and decisions issued by the ACC. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, or any other remedy allowed by law maintainable by the ACC or its designee, or by an aggrieved owner.

Any violations of the provisions of the Declaration or any related rules or regulations is declared to be and shall constitute a nuisance and may be abated by the ACC or by an aggrieved owner. The ACC shall be entitled to payment of all attorney fees incurred by the ACC in enforcing this Declaration or any such rules, regulations or decisions.

VII.

Amendments. The provisions of this Declaration, other than this paragraph, may be amended by an instrument in writing signed and acknowledged by the Architectural Control Committee certifying that such amendment has been approved by the vote or written consent of owners of at least two-third (2/3) of the lots in the Property, and such an amendment shall be effective upon its recordation at the Office of the County Recorder of Bonneville County, Idaho.

VIII.

The foregoing restrictions and covenants run with the land and shall be binding upon persons owning any part or parcel of the Property, for a period of thirty (30) years following the date these restrictions are recorded, after which time said covenants shall be automatically extended for a period of ten (10) years each. Deeds of reconveyance of the Property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds or any thereof, any and all such restrictive covenants shall be valid and binding upon the respective grantees. Should any of these restrictive covenants be invalidated by law, regulation or court decree, such invalidity of any such restrictive covenant shall in no way affect the validity of the remainder of the restrictive covenants. This Declaration shall be governed by and construed in accordance with the laws of the State of Idaho.

DECLARATION OF CONDOMINIUM
For Lot 39 In Division 7
Of Block 11 Of St. Clair Estates
To The City Of Idaho Falls, Bonneville County, Idaho

This Declaration of Condominium, hereinafter referred to as the "Declaration" is made effective this 30th day of January, 2006, by Woodruff Investments, LLC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho, hereinafter referred to as the "Property," more particularly described as Lot 39, Block 11, of St. Clair Estates Division 7;

WHEREAS, the Property is subject to the Master Declaration of Covenants, Conditions, and Restrictions for St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho, which was recorded on January 10, 2001 in the County Recorder's Office of Bonneville County as Instrument Number 1038488, hereinafter referred to as the "Master Declaration";

WHEREAS, Declarant desires to build condominiums on the Property;

WHEREAS, Declarant desires to protect the value and desirability of the Property;

NOW THEREFORE, Declarant hereby makes the following Declaration.

ARTICLE I

**COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO PROPERTY**

A. Land Use: The Property may be used for any lawful purpose, including for any trade, business or professional activity.

B. Building Type: Dwellings on said Lot shall be single-family attached dwellings and shall otherwise comply with the building and zoning ordinances of the City of Idaho Falls, Idaho. Each single-family attached dwelling shall be comprised of two (2) Units separated by a party wall and sharing a common foundation and roof. Each single-story attached Unity shall be a minimum of 1200 square feet of interior floor area, exclusive of porches and attached garages.

C. No Detached Structures: No detached structures are allowed on the Property.

D. Scope Of Declaration: This Declaration shall be binding upon the heirs and assigns of any owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while the party was an owner;

DECLARATION OF CONDOMINIUM

Page 1 of 3

E. Party Walls: All dividing walls (including any common foundation and roofs associated therewith) now or hereafter constructed between any two (2) Units on the Property shall be considered party walls, shall be deemed to belong to the respective common owners as tenants-in-common and shall be used for the common purpose of the Units separated thereby. The preservation and structural repair of any one of said party walls except for interior decoration, shall be the joint duty and obligation of the Owners using the particular party wall. No structural changes in any party wall shall be undertaken without the prior written consent and approval of the owners of the particular party wall;

F. Maintenance Of Party Walls: The expense for maintenance, care, upkeep and repair of the party walls, common roofs and foundations shall be born equally by the owners of each single-family attached dwelling;

G. Damage To Party Walls – Act Of Owner: In the event any such party wall, common roof or foundation is damaged or destroyed through the act of one adjoining owner, or any of his guests or agents or members of his family (whether or not such an act is negligent or otherwise culpable so as to deprive the other adjoining owner of full use and enjoyment of such party wall), then the first such owner shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner;

H. Damage To Party Walls – No Act Of Owner: In the event any such party wall, common roof or foundation is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense;

I. Resolution Of Disputes: In the event of a dispute between the owners with respect to the repair or rebuilding of a party wall, common roof or foundation or with respect to the sharing of the cost thereof, then upon written request of one of such owners, the matter shall be subject to arbitration. The matter shall be submitted to three (3) arbitrators, one chosen by each of the owners and the third by the two so chosen, or if they cannot agree within five (5) days, then by any Judge of the District Court of Bonneville County, Idaho. A determination of the matter signed by any two arbitrators shall be binding upon all parties involved in the subject dispute. The cost of arbitration shall be shared equally by the owners involved in the dispute;

J. Contribution: The right of any owner to contribution from any other owner under these Declarations shall be appurtenant to the land and shall pass to such Owner's successors in title;

K. Compatible Design And Uniform Appearance: It is the intent of the Declarant that this development maintain a common and compatible design and appearance scheme and that the exteriors of all buildings within the said Property be uniform. Therefore no Owner of any Lot or unit shall change the exterior appearance of any building or dwelling unless such change (1) is in conformity with a uniform design and appearance scheme approved by the Architectural Control Committee of St. Clair Estates and (2) shall be applicable to all buildings and dwellings within the Property;

L. Exterior Maintenance: Each dwelling Owner shall be responsible for all exterior maintenance related to his dwelling and the exterior of all dwellings shall be well maintained and kept in a good state of repair;

M. Common Facilities: In conformity with the Ordinances of the city of Idaho Falls, Idaho, the single-family attached dwelling units which share common facilities are identified as Lot 39, Block 11, Division 7 of the Property.

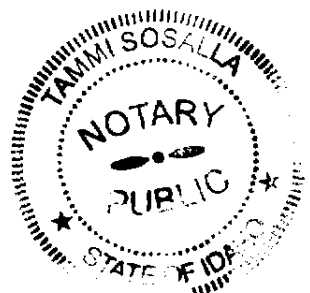
N. Yard And Landscape Maintenance: It is hereby declared and deemed to be in the interest of the Declarant that all Lot Owners to uniformly maintain the yards and landscaping within the Properties so as to retain and preserve a common and compatible design and appearance scheme. The Lot Owners shall be responsible to provide regular and uniform yard and landscape maintenance for each individual Lot. The cost of yard and landscape maintenance shall be born individually by each Lot Owner. Each Lot Owner shall be individually responsible to maintain, in good operating condition, the sprinkler irrigation system servicing his individual Lot.

O. Fences: Fences and fencing shall not be allowed on any Lot within the Property except as provided herein. All fencing must conform to the City of Idaho Falls Setback requirements. Any fencing visible from the street elevations must be vinyl or vinyl-coated metal. All fencing materials, front yards, and back yards, must be approved by the Architectural Control Committee of St. Clair Estates before installation.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, has hereunto set its hand and duly executed this Declaration this 30th day of January, 2006.

WOODRUFF INVESTMENTS, LLC

By: [Signature]
Its: Mgr Member



Tammi Sosalla
Exp. 1/6/11

INSTRUMENT NO.	213527
DATE	1-30-06
POST CODE	921
IMAGED PGS	
FEE	CASH 9.00
STATE OF IDAHO) SS	
COUNTY OF BONNEVILLE)	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<u>[Signature]</u>
Deputy Request of	Todd Webb

**DECLARATION OF CONDOMINIUM
For Certain Lots In Divisions 7 And 10
Of Block 11 Of St. Clair Estates
To The City Of Idaho Falls, Bonneville County, Idaho**

This Declaration of Condominium, hereinafter referred to as the "Declaration" is made effective this 30th day of January, 2006, by Woodruff Investments, LLC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho, hereinafter referred to as the "Property," more particularly described as follows:

- Lots 10-29, Block 11, of St. Clair Estates Division 10;
- Lots 31-32 and 37-38, Block 11, of St. Clair Estates Division 7; and
- Lots 40-47, Block 11 of the First Amended Plat of St. Clair Estates Division No. 7.

WHEREAS, the Property is subject to the Master Declaration of Covenants, Conditions, and Restrictions for St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho, which was recorded on January 10, 2001 in the County Recorder's Office of Bonneville County as Instrument Number 1038488, hereinafter referred to as the "Master Declaration";

WHEREAS, Declarant desires to build condominiums on the Property;

WHEREAS, Declarant desires to protect the value and desirability of the Property;

NOW THEREFORE, Declarant hereby makes the following Declaration.

ARTICLE I

**COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO PROPERTY**

A. Land Use: No Lot shall be used except for single-family residential purposes and no Lot shall be used for the conduct of any trade, business or professional activity.

B. Building Type: Dwellings on said Lots shall be single-family attached dwellings and shall otherwise comply with the building and zoning ordinances of the City of Idaho Falls, Idaho. Each single-family attached dwelling shall be comprised of two (2) Units separated by a party wall and sharing a common foundation and roof. Each single-story attached Unity shall be a minimum of 1200 square feet of interior floor area, exclusive of porches and attached garages.

DECLARATION OF CONDOMINIUM

Page 1 of 4

C. No Detached Structures: No detached structures are allowed on any Lot on the Property.

D. Scope Of Declaration: This Declaration shall be binding upon the heirs and assigns of any owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while the party was an owner;

E. Party Walls: All dividing walls (including any common foundation and roofs associated therewith) now or hereafter constructed between any two (2) Units on the Property shall be considered party walls, shall be deemed to belong to the respective common owners as tenants-in-common and shall be used for the common purpose of the Units separated thereby. The preservation and structural repair of any one of said party walls except for interior decoration, shall be the joint duty and obligation of the Owners using the particular party wall. No structural changes in any party wall shall be undertaken without the prior written consent and approval of the owners of the particular party wall;

F. Maintenance Of Party Walls: The expense for maintenance, care, upkeep and repair of the party walls, common roofs and foundations shall be born equally by the owners of each single-family attached dwelling;

G. Damage To Party Walls – Act Of Owner: In the event any such party wall, common roof or foundation is damaged or destroyed through the act of one adjoining owner, or any of his guests or agents or members of his family (whether or not such an act is negligent or otherwise culpable so as to deprive the other adjoining owner of full use and enjoyment of such party wall), then the first such owner shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner;

H. Damage To Party Walls – No Act Of Owner: In the event any such party wall, common roof or foundation is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense;

I. Resolution Of Disputes: In the event of a dispute between the owners with respect to the repair or rebuilding of a party wall, common roof or foundation or with respect to the sharing of the cost thereof, then upon written request of one of such owners, the matter shall be subject to arbitration. The matter shall be submitted to three (3) arbitrators, one chosen by each of the owners and the third by the two so chosen, or if they cannot agree within five (5) days, then by any Judge of the District Court of Bonneville County, Idaho. A determination of the matter signed by any two arbitrators shall be binding upon all parties involved in the subject dispute. The cost of arbitration shall be shared equally by the owners involved in the dispute;

J. Contribution: The right of any owner to contribution from any other owner under these Declarations shall be appurtenant to the land and shall pass to such Owner's successors in title;

K. Compatible Design And Uniform Appearance: It is the intent of the Declarant that this development maintain a common and compatible design and appearance scheme and that the exteriors of all buildings within the said Property be uniform. Therefore no Owner of any Lot or unit shall change the exterior appearance of any building or dwelling unless such change (1) is in conformity with a uniform design and appearance scheme approved by the Architectural Control Committee of St. Clair Estates and (2) shall be applicable to all buildings and dwellings within the Property;

L. Exterior Maintenance: Each dwelling Owner shall be responsible for all exterior maintenance related to his dwelling and the exterior of all dwellings shall be well maintained and kept in a good state of repair;

M. Common Facilities: In conformity with the Ordinances of the city of Idaho Falls, Idaho, the single-family attached dwelling units which share common facilities are identified by lot, as follows:

1. Lots 10 and 11, Block 11, of the Property.
2. Lots 12 and 13, Block 11, of the Property.
3. Lots 14 and 15, Block 11, of the Property.
4. Lots 16 and 17, Block 11, of the Property.
5. Lots 18 and 19, Block 11, of the Property.
6. Lots 20 and 21, Block 11, of the Property.
7. Lots 22 and 23, Block 11, of the Property.
8. Lots 24 and 25, Block 11, of the Property.
9. Lots 26 and 27, Block 11, of the Property.
10. Lots 28 and 29, Block 11, of the Property.
11. Lots 31 and 32, Block 11, of the Property.
12. Lots 37 and 38, Block 11, of the Property.
13. Lots 40 and 41, Block 11, of the Property.
14. Lots 42 and 43, Block 11, of the Property.
15. Lots 44 and 45, Block 11, of the Property.
16. Lots 46 and 47, Block 11, of the Property.

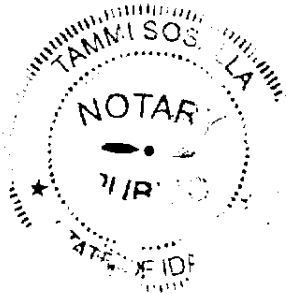
N. Yard And Landscape Maintenance: It is hereby declared and deemed to be in the interest of the Declarant that all Lot Owners to uniformly maintain the yards and landscaping within the Properties so as to retain and preserve a common and compatible design and appearance scheme. The Lot Owners shall be responsible to provide regular and uniform yard and landscape maintenance for each individual Lot. The cost of yard and landscape maintenance shall be born individually by each Lot Owner. Each Lot Owner shall be individually responsible to maintain, in good operating condition, the sprinkler irrigation system servicing his individual Lot.

O. Fences: Fences and fencing shall not be allowed on any Lot within the Property except as provided herein. All fencing must conform to the City of Idaho Falls Setback requirements. Any fencing visible from the street elevations must be vinyl or vinyl-coated metal. All fencing materials, front yards, and back yards, must be approved by the Architectural Control Committee of St. Clair Estates before installation.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, has hereunto set its hand and duly executed this Declaration this 30th day of January, 2006.

WOODRUFF INVESTMENTS, LLC

By: [Signature]
Its: Mar. Wheeler



Tammi Sosella
Exp: 1/16/11

INSTRUMENT NO.	1213528
DATE	1-30-06
INST. CODE	41
IMAGED PGS	41
FEE	CASH 12.00
STATE OF IDAHO	1 98
COUNTY OF BONNEVILLE	1
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By:	<u>[Signature]</u>
Secretary	
Registered at	Todd Webb

St. Clair Estates By-Laws Amendments

Amendment 1: Section 4.4 Election and Term of Office. The officers of the St. Clair Estates Homeowners Association will serve a term from the Annual Meeting where they are elected, through the remaining months of that year and the following calendar year until December 31st. This will allow some training time for the new officers to learn from the existing officers. The Treasurer will remain in their current position until a complete audit of the years' books has been concluded and the Annual Dues notices have been mailed to all homeowners.

INSTRUMENT NO.	1218978
DATE	3-30-06
INST. CODE	100
CHARGED PGS	3
STATE OF IDAHO) ss	
COUNTY OF BONNEVILLE)	
I hereby certify that the within	
instrument was recorded.	
Angela Longmore, County Recorder	
By	<i>[Signature]</i>
Deputy	Roberta
Request of	Fairhurst

Cash

Roberta Fairhurst, Treasurer

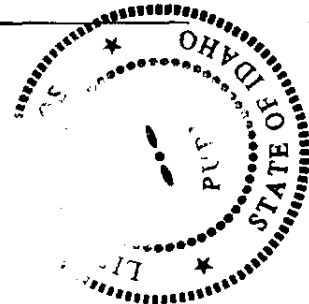
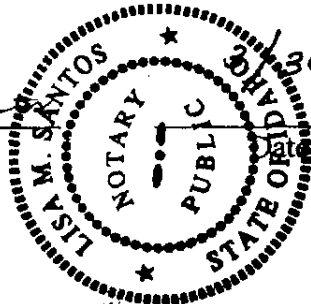
T/O

State of Idaho
County of Bonneville

On this 30th day of March, 2006, before me the undersigned Notary Public in and for said County and State, personally appeared Roberta Fairhurst known to me to be the person whose name is subscribed to the St. Clair Estates By-Laws Amendments and acknowledged to me that he/she executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

My commission expires: 7/24/07

Lisa M. Santos
Notary Public
Residing at Idaho Falls, Idaho



**St. Clair
ESTATES**

**2ND AMENDED MASTER DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
For
ST. CLAIR ESTATES
To the City of
IDAHO FALLS, BONNEVILLE COUNTY, IDAHO**

INSTRUMENT NO.	1244193
DATE	11-15-06
INST. CODE	927
IMAGED PGS	12
FEE	36 ⁰⁰
STATE OF IDAHO) ss	
COUNTY OF BONNEVILLE)	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<i>[Signature]</i>
Deputy	
Request of	JTT

THIS 2nd AMENDED MASTER DECLARATION is executed on the dates herein set forth by and between the undersigned developer and property owners of St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho, hereinafter referred to as "Declarants". (Original Master Declaration recorded under Instrument # 1038488, records of Bonneville County.)

RECITALS:

1. Declarants are the owners of lots in St. Clair Estates, **Division No. 11** to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plat thereof.
2. The lots in St. Clair Estates, **Division No. 11** by the City Council of Idaho Falls.
3. **THE FOLLOWING PARCELS IN ST. CLAIR ESTATES DIVISION NO. 11 ARE HEREBY SPECIFICALLY EXCLUDED FROM THESE COVENANTS AND ARE NOT SUBJECT TO ANY OF THE TERMS OR CONDITIONS SET FORTH HEREIN:**

**Block 16, Lots 1 through 19, St. Clair Estates, Division No. 11
Block 11, Lots 48 and 49, St. Clair Estates, Division No. 11
Block 10, Lots 61 through 64; and 73 through 76, St. Clair Estates, Division No. 11;
Block 5, Lots 5 and 6, St. Clair Estates, Division No. 11**

DECLARATION

NOW, THEREFORE, Declarant hereby declares that St. Clair Estates, City of Idaho Falls, Bonneville County, Idaho, Division 11 and such other properties as hereinafter made subject to the Declaration, shall be subject to the following uniform covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the real estate described herein and be binding on all parties having any part thereof, their heirs, successors and assigns, and shall inure to benefit of each owner thereof. The Declaration as set forth herein shall be binding on all persons having or acquiring any interest in the Properties hereinafter described; shall inure to the benefit of every portion of such real property and any

interest therein; shall inure to the benefit of and be binding upon the Declarant, by any Owners of Owner's successors in interest, or by the Association as defined hereinafter.

ARTICLE 1 DEFINITIONS

Section 1. "Association" shall mean the St. Clair Estates Community Association, Inc., its successors and assigns.

Section 2. "Committee" shall mean the St. Clair Estates Architectural Control Committee.

Section 3. "Owners" shall mean the record owner, whether one or more persons or entities, of any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean that certain real estate described as St. Clair Estates Division No. 11 to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plats thereof and of such additional property as may hereafter be brought within the jurisdiction of the Association. The Common Areas shall be excluded from the definition of Properties.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned or maintained by the Association for the common use and the enjoyment of the Owners. The Common Area currently owned or maintained by the Association at the time of this Declaration includes (but is not necessarily limited to) the following;

Lot A, Block 2, St., Clair Estates Division #1 to the City of Idaho Falls, Bonneville County, Idaho, according to the recorded plat thereof.

Lot B, Block 2, St. Clair Estates Division #2 to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plat thereof.

Lot E, in the intersection of Brookview Drive and Summer Way, St. Clair Estates Division #1 to the City of Idaho Falls, Bonneville County according to the recorded plat thereof.

Lot F, in the intersection of Sunny Pine Way and Pine Needle Circle, St. Clair Estates Division #2 to the City of Idaho Falls, Bonneville County according to the recorded plat thereof.

Public Areas and Easements, consisting of the canal banks and entrances along St. Clair Road (15th East).

Section 6. "Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 7. "Developer" shall mean IFD, Inc., and their successors or assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 8. “Homeowner” shall mean all Owners other than the Developer.

Section 9. “Builder” shall mean an Owner who acquires one or more Lot(s) for the purpose of constructing a single family dwelling and a private garage in accordance with this Master Declaration, but intends to resell the Lot and dwelling rather than reside in or allow a tenant to reside in the dwelling. If the Builder resides in or allows a tenant to reside in the dwelling, then at that time the Builder shall become a Homeowner with respect to such Lot and dwelling.

Section 10. “Outbuilding” shall mean a building on a Lot detached from the primary residence, including but not limited to a bully barn, shed or garage. Custom built detached structures as well as pre-manufactured detached structures are considered outbuildings regardless of whether or not the structure requires a building permit.

ARTICLE II PROPERTY RIGHTS

Section 1. **Residential Use.** All Lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage, unless approved by the Committee.

Section 2. **Homeowner’s Easement of Enjoyment.** Every Homeowner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.
- (b) The right of the Association to suspend the voting rights and the right to use the recreational facilities by a Homeowner for a period not to exceed sixty (60) days for infractions of its published rules and regulations.
- (c) The right of the Association to suspend the voting rights and the right to use the recreational facilities by a Homeowner for any period during which any assessment against the Homeowner’s Lot is unpaid.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Board of Directors of the Association has been recorded, after such transfer has been approved

by the Owners of 51% of the Lots. Lot 4, Block 3, St. Clair Estates Division #2, being designated by the City of Idaho Falls as the Park/Retention Basin is exempt from this restriction.

Section 3. **Delegation of Use.** Any Homeowner may delegate, in accordance with the By-laws of the Association, his right to the enjoyment of the Common Area and facilities to the members of his family, his tenants, or other persons who reside on the property.

ARTICLE III COMMUNITY ASSOCIATION

Section 1. **Membership.** Every Homeowner shall be a member of the Association. Developer(s) and Builder(s) shall have voting rights in the Association as seated hereinafter. The foregoing is not intended to include persons who hold an interest merely as a security for the performance of an obligation. Except for Lots owned by a Developer or a Builder, membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. **Voting Rights.** Every Homeowner shall be entitled to one (1) vote for each Lot owned by such Homeowner. A Developer and a Builder shall be entitled to one (1) vote for each Lot owned by the respective Developer or Builder, except as hereinafter designated. When more than one (1) person or entity owns any interest in any Lot, all such persons or entities shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast for any Lot. No fractional votes are allowed.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** Each Homeowner (other than Lots held by a Developer or Builder) by acceptance of a deed transfer thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association:

- (a) Annual Assessments or charges.
- (b) Special Assessments for capital improvements.

Such assessments to be established and collected as in hereinafter provided. The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment is due. The personal obligation for the delinquent assessments shall

not pass to a Homeowner's successor in title unless expressly assumed by the successor in title.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of St. Clair Estates and for the improvement and maintenance of Common Areas.

Section 3. **Annual Assessment.** The annual assessment shall be assessed on a calendar year basis and shall be pro-rated for a partial calendar year. Both partial annual assessments and full annual assessments, as defined below, shall be pro-rated in the first year that each such assessment applies. A full annual assessment shall apply as soon as a dwelling is attached to a Homeowner's Lot and is initially occupied. A partial annual assessment shall apply if a Homeowner's Lot is vacant, or if the Lot has a partially or fully completed dwelling attached that has never been occupied. A partial annual assessment shall be fifty percent (50%) of the full annual assessment. Once a Homeowner's Lot attains full annual assessment status, it does not revert back to partial assessment status for subsequent occupant vacancies nor for any other reason. The initial full annual assessment shall be One Hundred Fifty Dollars (\$150.00) per Lot of a Homeowner, or the amount set by the governing board of the Association pursuant to subsections (a) or (b) in this Section 3, whichever amount is greater.

- (a) From and after January 1, 2000, the annual assessment may be increased or decreased each year by the governing board of the Association no more than five percent (5%) above or below the assessment for the previous year without a vote of the Homeowners. Neither a Developer nor a Builder shall have a vote for this purpose.
- (b) From and after January 1, 2000, the annual assessment may be increased or decreased more than five percent (5%) from the prior year by an assenting vote of two-thirds (2/3rds) of the Homeowners who are voting in person or by proxy, at a meeting duly called for this purpose. Neither a Developer nor a Builder shall have a vote for this purpose.

Section 4. **Special Assessments for Capital Improvements.** In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the Homeowners who are voting in person or by proxy at a meeting duly called for this purpose. Neither a Developer nor a Builder shall have a vote for this purpose.

Section 5. **Notice and Quorum for any Action Authorized Under Section 3 and Section 4.** Written notice of any meeting called for the purpose of taking any action

authorized under Section 3 and Section 4 of Article IV shall be sent to all Homeowners, and each Developer and builder if a Developer or Builder still owns any of the Properties. The notice shall be sent not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Homeowners or of proxies entitled to exercise fifty-one per cent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the same as the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the previous meeting. For the purpose of determining a quorum, Lots owned by a Developer or a Builder shall be only included when the Developer or Builder is entitled to vote on the matter(s) being considered.

Section 6. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at the same rate for each Lot eligible to be assessed and may be collected on either an annual or monthly basis.

Section 7. **Due Dates.** The governing board of the Association shall fix the amount of the annual assessment against each Lot no later than December 1 of the preceding calendar year. Written notice of the annual assessment shall be sent to every Homeowner subject thereto. The governing board of the Association shall establish the due date. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 8. **Effects of Nonpayment of Assessments.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The governing board of the Association may bring legal action against the Homeowner personally obligated to pay the assessment and/or foreclose the lien against the property. No Homeowner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Homeowner's Lot.

Section 9. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to the payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE V
ARCHITECTURAL CONTROL COMMITTEE**

- Section 1.** **Membership.** The Architectural Control Committee shall consist of three (3) members to be named by October 1, 2000. All decisions of the Committee shall be by a majority of the members unless the Committee has designated (by a majority thereof) a representative to act therefore. In the event of resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.
- Section 2.** **Non-compensation of Committee Members.** None of the members of the Committee or its designated representative shall be entitled to compensation for services performed pursuant to this covenant.
- Section 3.** **Change in Membership.** A two thirds (2/3) vote of the record Owners (including Developers and Builders) of the residential Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw or restore to the Committee any of its power and duties.
- Section 4.** **Deadlines.** The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within fifteen (15) days after the plans and specifications have been submitted to it and if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been duly met.
- Section 5.** **Non-liability.** Neither the Committee nor any member thereof, nor its duly authorized representative, shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, provided such person has, upon the basis of such information possessed by him acted in good faith without willful or intentional misconduct.
- Section 6.** **Prior Approval.** All plans must be approved by the Architectural Control Committee before their submittal to the City for permits. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties, nor shall any exterior addition to or material alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures, topography and compliance with this Declaration by the Architectural Control Committee.
- Section 7.** **Procedure.** All decisions of the Committee shall be in writing. Copies of all plans and specifications for which approval is sought shall be submitted to each

member of the Committee, each of whom shall not have less than five (5) days, but not more than fifteen (15) days, to approve or disapprove such plans and specifications. Failure by any member of the Committee to approve or disapprove such plans and specification within fifteen (15) days shall constitute approval of such plans and specifications by the member failing to act.

Section 8. **Violations.** The owner of any improvements constructed in violation of this Amended Master Declaration, shall be subject to appropriate action by the Board of Directors of the Association including removal of the same at the sole expense of the owner.

Section 9. **Decisions.** Except as otherwise provided herein, decisions of the Committee shall be by majority vote.

ARTICLE VI GENERAL USE RESTRICTIONS AND COVENANTS

Section 1. **Dwelling Size and Quality Specifications.** No dwelling shall be permitted on any Lot at a size less than the "Minimum Size" and without the following "Minimum Quality Specifications" as hereinafter defined:

(a) **Size of Dwelling and Garages.** The following minimum sizes are for total above ground square feet excluding porches and garages. All homes shall have at least a two-car garage.

One Story	1400 sq. ft.
One & a Half Story	1500 sq. ft.
Two Story	1500 sq. ft.
Upper Three levels	
Of Multi-level	1500 sq. ft. above grade
Garages	400 sq. ft.

(b) **Minimum Quality Specifications.**

(1) **Roof Pitch and Materials.** All homes shall have a minimum roof pitch of at least five (5) inch rise for every twelve (12) inch run. (5/12) All roof materials must be architectural shingles (min. 25 yr. rating).

(2) **Eaves.** All eaves shall be a minimum of twelve (12) inches in depth except for eaves over cantilevers.

(3) **Exterior Siding.** A minimum of forty-two (42) inches of wainscoting must be on the front elevation of homes and must be brick, stone or stucco. The remaining siding may be vinyl, metal,

or other low maintenance product. No wood, masonite, T-1-11, nor other paint grade siding will be allowed.

(4) **Building Method.** All dwellings must be built on site.

Section 2. **Driveways.** All driveways shall be concrete, brick, or pavers (no asphalt composition).

Section 3. **Fencing and Protective Screening.** All fencing must conform to the City of Idaho Falls setback requirements. Any fencing facing or visible from the street elevations must be vinyl or vinyl coated metal. No chain link fencing is allowed. All fencing materials, front yards and back yards, must be approved by the Committee before installation.

Section 4. **Building Location.** The location of any building, structure or appurtenance within the real property described herein shall be in accordance with the City of Idaho Falls Zoning Ordinances currently in effect and applicable to the particular Lot.

Section 5. **Outbuildings.** All outbuildings must be approved by the Architectural Committee. Only those outbuildings requiring a city building permit shall be required to be constructed of the same materials as the main dwelling.

Section 6. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown 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 change the direction, obstruct, or retard the flow of water through the drainage channels.

Section 7. **Re-subdivision.** No Lot shall be subdivided or re-subdivided from the lot size and dimensions as reflected on the plat of this subdivision existing on the date these covenants are recorded unless approved by the Committee.

Section 8. **Sidewalks.** The Lot Owner shall construct the sidewalk relating to his Lot at his expense, in compliance with the city of Idaho Falls specifications. Homeowner shall remove the snow, maintain, repair, and replace or otherwise care for and keep the sidewalk in a clean and safe condition and free from obstructions.

Section 9. **Landscaping.** The lawn and landscaping expenses related to any Lot shall be at the Homeowner's expense and shall be completed within three hundred sixty-five (365) days of the date of transfer from the Developer or Builder. A Developer or Builder is not required to install lawn nor landscaping, but all Owners must comply with the City of Idaho Falls weed ordinance at all times.

Section 10. **Nuisance.** No noxious, offensive or annoying activity, nor improper or unlawful use, shall be allowed or permitted on any Lot. Any activity or use that is, or becomes, an annoyance and/or nuisance to or interferes with the peaceful possession and proper use of any Lot shall be prohibited. The terms "offensive" and/or "improper" shall include the open storage of junk and/or non-operating automobiles, trucks, or other vehicles, and/or other forms of bulk storage not normally associated with the residential use of property. Storage of such items may be permitted in confined locations and defined areas enclosed by a building and approved by the Committee. A fence shall not qualify as a building for such purposes. Without limiting the generality of any of the foregoing provisions, no external speakers, horns, whistles, bells, or other sound devices, excepting those used exclusively for security purposes, shall be located, used or placed upon any Lot.

Section 11. **Temporary Residences.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. All construction of buildings or other structures shall be completed no later than twelve (12) months from the date of commencement of construction thereof or date of building permit thereof, whichever comes first.

Section 12. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except the following:

- (a) a professional sign of no more than one (1) square foot.
- (b) one (1) sign of not more than five (5) square feet advertising the property for sale or rent.
- (c) one (1) builder sign of not more than fifteen (15) square feet during the construction and sales period.

Section 13. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not being kept, bred or maintained for any commercial purposes. No animal is to roam free or be allowed to enter upon other private property. Animals will be allowed within the Common Areas only when accompanied by a Homeowner and on a leash. Homeowners are responsible for cleaning up after their animals within the community of St. Clair Estates.

Section 15. **Clean Conditions.** Each Lot and all improvements thereon shall be kept in a clean and sanitary condition. No rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist. All trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage of such materials shall be kept clean and sanitary and not become offensive or a nuisance.

Section 16. **Antennas/Satellite Dishes.** Satellite dishes shall not be allowed closer to any street than the rear line of the house. No satellite dishes larger than thirty-six (36) inches in diameter shall be allowed.

Section 17. **Recreational Vehicles.** No recreational vehicle shall be allowed to remain on any Lot, driveway or roadway for more than fifteen (15) days without the written approval of the Association. The fifteen (15) day restriction shall apply even if not consecutive days of the fifteen (15) days fall within any thirty (30) consecutive day time period. A recreational vehicle inside a garage or approved outbuilding or behind an approved fence on a Lot will be allowed without the written approval. For purposes of this Section 17, the following provisions apply:

- (a) Snowmobiles, ATV's, jet skis, boats, and other such recreational items shall be included in this restriction whether or not they are operational and whether or not they are loaded on a trailer.
- (b) Trailers, whether enclosed or unenclosed and whether loaded or empty, shall be included in this restriction.
- (c) Traditional recreational vehicles such as campers, fifth wheels, tent trailers and other RV's are included in this restriction, including but not limited to camper shells detached from their motorized source.

Section 18. **Maintenance and Repair of Common Areas.** The St. Clair Estates Community Association shall provide maintenance of the common areas and easements along St. Clair Road as finances permit. Repair of damage in excess of normal wear and tear attributed to a Homeowner, his family or guests shall be the sole responsibility of the Homeowner.

ARTICLE VII GENERAL PROVISIONS

Section 1. **Enforcement.** Enforcement of these protective covenants shall be by proceedings at law or in equity against any person or persons (excluding the persons serving on the Committee) violating or attempting to violate any covenant, either to restrain violation or recover damages. All costs and expenses thereof including attorney's fees shall be paid by the defaulting party whether such is incurred by the filing of suit or otherwise. In the event an action is brought by the Committee to enforce any covenant and/or condition contained herein and the costs and expenses are not recoverable from the defaulting party for any reason, said costs and expenses shall be by the Association. The actions,

Amendment to Master Declaration
of Covenants, Conditions, and Restrictions
for St. Clair Estates

BONNEVILLE COUNTY RECORDER
1213528 JAN30'06 PM 3:24
BONNEVILLE COUNTY RECORDER
1274749 AUG23'07 AM 11:00

~~DECLARATION OF CONDOMINIUM~~
For Certain Lots In Divisions 7 And 10
Of Block 11 Of St. Clair Estates

To The City Of Idaho Falls, Bonneville County, Idaho

This Declaration of ~~Condominium~~ *Townhome*, hereinafter referred to as the "Declaration" is made effective this 30th day of January, 2006, by Woodruff Investments, LLC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho, hereinafter referred to as the "Property," more particularly described as follows:

- Lots 10-29, Block 11, of St. Clair Estates Division 10;
- Lots 31-32 and 37-38, Block 11, of St. Clair Estates Division 7; and
- Lots 40-47, Block 11 of the First Amended Plat of St. Clair Estates Division No. 7.

WHEREAS, the Property is subject to the Master Declaration of Covenants, Conditions, and Restrictions for St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho, which was recorded on January 10, 2001 in the County Recorder's Office of Bonneville County as Instrument Number 1038488, hereinafter referred to as the "Master Declaration";

WHEREAS, Declarant desires to build condominiums on the Property;

WHEREAS, Declarant desires to protect the value and desirability of the Property;

NOW THEREFORE, Declarant hereby makes the following Declaration.

ARTICLE I

COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO PROPERTY

A. Land Use: No Lot shall be used except for single-family residential purposes and no Lot shall be used for the conduct of any trade, business or professional activity.

B. Building Type: Dwellings on said Lots shall be single-family attached dwellings and shall otherwise comply with the building and zoning ordinances of the City of Idaho Falls, Idaho. Each single-family attached dwelling shall be comprised of two (2) Units separated by a party wall and sharing a common foundation and roof. Each single-story attached Unity shall be a minimum of 1200 square feet of interior floor area, exclusive of porches and attached garages.

C. No Detached Structures: No detached structures are allowed on any Lot on the Property.

D. Scope Of Declaration: This Declaration shall be binding upon the heirs and assigns of any owners, but no person shall be liable for any act or omission respecting any party wall except such as took place while the party was an owner;

E. Party Walls: All dividing walls (including any common foundation and roofs associated therewith) now or hereafter constructed between any two (2) Units on the Property shall be considered party walls, shall be deemed to belong to the respective common owners as tenants-in-common and shall be used for the common purpose of the Units separated thereby. The preservation and structural repair of any one of said party walls except for interior decoration, shall be the joint duty and obligation of the Owners using the particular party wall. No structural changes in any party wall shall be undertaken without the prior written consent and approval of the owners of the particular party wall;

F. Maintenance Of Party Walls: The expense for maintenance, care, upkeep and repair of the party walls, common roofs and foundations shall be born equally by the owners of each single-family attached dwelling;

G. Damage To Party Walls – Act Of Owner: In the event any such party wall, common roof or foundation is damaged or destroyed through the act of one adjoining owner, or any of his guests or agents or members of his family (whether or not such an act is negligent or otherwise culpable so as to deprive the other adjoining owner of full use and enjoyment of such party wall), then the first such owner shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining owner;

H. Damage To Party Walls – No Act Of Owner: In the event any such party wall, common roof or foundation is damaged or destroyed by some cause other than the act of one of the adjoining owners, his agents, guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly at their joint and equal expense;

I. Resolution Of Disputes: In the event of a dispute between the owners with respect to the repair or rebuilding of a party wall, common roof or foundation or with respect to the sharing of the cost thereof, then upon written request of one of such owners, the matter shall be subject to arbitration. The matter shall be submitted to three (3) arbitrators, one chosen by each of the owners and the third by the two so chosen, or if they cannot agree within five (5) days, then by any Judge of the District Court of Bonneville County, Idaho. A determination of the matter signed by any two arbitrators shall be binding upon all parties involved in the subject dispute. The cost of arbitration shall be shared equally by the owners involved in the dispute;

J. Contribution: The right of any owner to contribution from any other owner under these Declarations shall be appurtenant to the land and shall pass to such Owner's successors in title;

Townhome 
DECLARATION OF CONDOMINIUM

K. Compatible Design And Uniform Appearance: It is the intent of the Declarant that this development maintain a common and compatible design and appearance scheme and that the exteriors of all buildings within the said Property be uniform. Therefore no Owner of any Lot or unit shall change the exterior appearance of any building or dwelling unless such change (1) is in conformity with a uniform design and appearance scheme approved by the Architectural Control Committee of St. Clair Estates and (2) shall be applicable to all buildings and dwellings within the Property;

L. Exterior Maintenance: Each dwelling Owner shall be responsible for all exterior maintenance related to his dwelling and the exterior of all dwellings shall be well maintained and kept in a good state of repair;

M. Common Facilities: In conformity with the Ordinances of the city of Idaho Falls, Idaho, the single-family attached dwelling units which share common facilities are identified by lot, as follows:

1. Lots 10 and 11, Block 11, of the Property.
2. Lots 12 and 13, Block 11, of the Property.
3. Lots 14 and 15, Block 11, of the Property.
4. Lots 16 and 17, Block 11, of the Property.
5. Lots 18 and 19, Block 11, of the Property.
6. Lots 20 and 21, Block 11, of the Property.
7. Lots 22 and 23, Block 11, of the Property.
8. Lots 24 and 25, Block 11, of the Property.
9. Lots 26 and 27, Block 11, of the Property.
10. Lots 28 and 29, Block 11, of the Property.
11. Lots 31 and 32, Block 11, of the Property.
12. Lots 37 and 38, Block 11, of the Property.
13. Lots 40 and 41, Block 11, of the Property.
14. Lots 42 and 43, Block 11, of the Property.
15. Lots 44 and 45, Block 11, of the Property.
16. Lots 46 and 47, Block 11, of the Property.

Townhome
DECLARATION OF CONDOMINIUM

N. Yard And Landscape Maintenance: It is hereby declared and deemed to be in the interest of the Declarant that all Lot Owners to uniformly maintain the yards and landscaping within the Properties so as to retain and preserve a common and compatible design and appearance scheme. The Lot Owners shall be responsible to provide regular and uniform yard and landscape maintenance for each individual Lot. The cost of yard and landscape maintenance shall be born individually by each Lot Owner. Each Lot Owner shall be individually responsible to maintain, in good operating condition, the sprinkler irrigation system servicing his individual Lot.

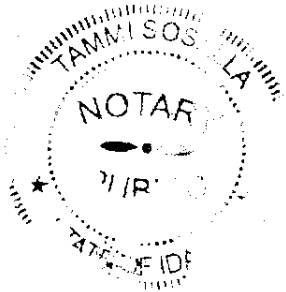
O. Fences: Fences and fencing shall not be allowed on any Lot within the Property except as provided herein. All fencing must conform to the City of Idaho Falls Setback requirements. Any fencing visible from the street elevations must be vinyl or vinyl-coated metal. All fencing materials, front yards, and back yards, must be approved by the Architectural Control Committee of St. Clair Estates before installation.

IN WITNESS WHEREOF the undersigned, being the Declarant herein, has hereunto set his hand and duly executed this Declaration this 30th day of January, 2006.

WOODRUFF INVESTMENTS, LLC

By: [Signature] PRW 8/22/07
 Its: [Signature] Mr. V. Member

INSTRUMENT NO.	1274749
DATE	8-23-07
INST CODE	985
IMAGED PGS	15.00
FEE	15.00
STATE OF IDAHO	1.50
COUNTY OF BONNEVILLE	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<u>[Signature]</u>
Deputy Request of	ITC



Tammie Sosa
 Exp: 1/16/11

INSTRUMENT NO.	1213528
DATE	1-30-06
INST CODE	977
IMAGED PGS	
FEE	CASH 12.00
STATE OF IDAHO	1.50
COUNTY OF BONNEVILLE	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	<u>[Signature]</u>
Deputy Request of	Todd Webb

PRW

State of Idaho

County of Bonneville

On this 22nd day of August, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared *Paul Wareing*, known or identified to me to be the Managing Member of the Limited Liability Company that executed the within and foregoing instrument and acknowledged to me that such company 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.

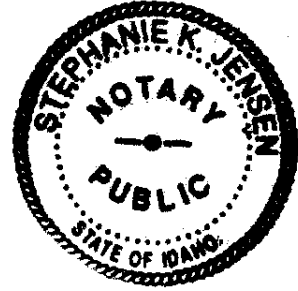
Stephanie K Jensen

Notary Public

Residing at:

Comm. Expires:


Notary Public for the State of Idaho
Residing in Rigby
Commission Expires 11-01-2012



St. Clair ESTATES

**3RD AMENDED MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
For
ST. CLAIR ESTATES
To the City of
IDAHO FALLS, BONNEVILLE COUNTY, IDAHO**

Instrument # 1460310
IDAHO FALLS, BONNEVILLE, IDAHO
11-1-2013 01:50:20 No. of Pages: 16
Recorded for : ST CLAIR ESTATES
RONALD LONGMORE Fee: 55.00
Ex-Officio Recorder Deputy
Index to: PROTECTIVE COVENANTS



THIS 3rd AMENDED MASTER DECLARATION is executed on the dates herein set forth by the President of the St. Clair Estates Homeowner's Association (hereinafter referred to as "Declarant") pursuant to a 2/3rds vote of Property Owners of St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho, as required by the Master Declaration, the Amended Master Declaration and the 2nd Amended Master Declaration of Covenants, Conditions and Restrictions.

These 3rd Amended Master Declaration of Covenants, Conditions and Restrictions for St. Clair Estates shall replace and supersede all previous Covenants, Conditions and Restrictions for St. Clair Estates.

RECITALS:

1. WHEREAS Declarant is the President of the St. Clair Estates Homeowner's Association as elected on November 8, 2012 at a duly called meeting of the Association.
2. WHEREAS Owners are the record Owners for single family Dwelling Lots in St. Clair Estates, Divisions No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plat thereof.
3. WHEREAS The following parcels in St. Clair Estates Division No. 11 are hereby specifically excluded from these Covenants, Conditions and Restrictions and are not subject to any of the terms or conditions set forth herein:

Block 16, Lots 1 through 19, St. Clair Estates, Division No. 11

Block 11, Lots 48 and 49, St. Clair Estates, Division No. 11

Block 10, Lots 61 through 64; and 73 through 76, St. Clair Estates, Division No. 11

Block 5, Lots 5 and 6, St. Clair Estates, Division No. 11

4. WHEREAS the Owners desire to amend and replace the Master Declaration, the Amended Master Declaration and the 2nd Amended Master Declaration of Covenants, Conditions and Restrictions.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that St. Clair Estates, City of Idaho Falls, Bonneville County, Idaho, Divisions 1-12 and such other Properties as hereinafter made subject to the Declaration, shall be subject to the following uniform Covenants, Conditions and Restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the real estate described herein and be binding on all parties having any part thereof, their heirs, successors and assigns, and shall inure to benefit of each Owner thereof. The Declaration as set forth herein shall be binding on all persons having or acquiring any interest in the Properties hereinafter described; shall inure to the benefit of every portion of such real Property and any interest therein; shall inure to the benefit of and be binding upon the Declarant, by any Owners or Owner's successors in interest, or by the Association as defined hereinafter.

ARTICLE I DEFINITIONS

Section 1.1. "Association" shall mean the St. Clair Estates Homeowner's Association, Inc., its successors and assigns.

Section 1.2. "Board" shall mean a panel of Officers elected from among the Owners.

Section 1.3. "Builder" shall mean an Owner who acquires one or more Lot(s) for the purpose of constructing a single family Dwelling and a private garage in accordance with these CCRs, but intends to resell the Lot and Dwelling rather than reside in or allow a tenant to reside in the Dwelling. If the Builder resides in or allows a tenant to reside in the Dwelling, then at that time the Builder shall become a Homeowner with respect to such Lot and Dwelling.

Section 1.4. "Bylaws" shall mean the latest recorded Bylaws for the St. Clair Estates Homeowner's Association.

Section 1.5. "CCRs" shall mean the 3rd Amended Master Declaration of Covenants, Conditions and Restrictions for St. Clair Estates Homeowner's Association.

Section 1.6. "Common Area" shall mean all real Property (including the improvements thereto) owned or maintained by the Association for the common use and the enjoyment of the Owners. The Common Area currently owned or maintained by

the Association at the time of this Declaration includes (but is not necessarily limited to) the following:

Lot A, Block 2, St. Clair Estates Division #1 (North Side of Flag Area) to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plat thereof.

Lot B, Block 2, St. Clair Estates Division #2 (South Side of Flag Area) to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plat thereof.

Lot E, in the intersection of Brookview Drive and Summer Way, St. Clair Estates Division #1 to the City of Idaho Falls, Bonneville County according to the recorded plat thereof.

Lot F, in the intersection of Sunny Pine Way and Pine Needle Circle, St. Clair Estates Division #2 to the City of Idaho Falls, Bonneville County according to the recorded plat thereof.

Public Areas and Easements, consisting of the canal banks and entrances along St. Clair Road (15th East).

Section 1.7. "Dwelling" shall mean a house to be lived in.

Section 1.8. "Homeowner(s)" and "Owner(s)" shall mean the record owner, whether one or more persons or entities, of any Lot which is part of the Properties subject to these Covenants, Conditions and Restrictions, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.9. "Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas.

Section 1.10. "Member(s)" shall mean any Owner of a Property.

Section 1.11. "Officer(s)" shall mean an Owner elected to participate on the Association Board.

Section 1.12. "Outbuilding(s)" shall mean a building on a Lot detached from the primary residence, including but not limited to a bully barn, shed or garage. Custom built detached structures as well as pre-manufactured detached structures are considered Outbuildings regardless of whether or not the structure requires a building permit.

Section 1.13. "Plan(s)" shall mean and refer to a set of construction or working drawings (e.g. blueprints) that define all the construction specifications of a residential house such as dimensions, materials, layouts, installation methods and techniques.

Section 1.14. "Property(ies)" shall mean that certain real estate described as St. Clair Estates, Divisions No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 to the City of Idaho Falls, Bonneville County, Idaho according to the recorded plats thereof and of such additional Property as may hereafter be brought within the jurisdiction of the Association. The Common Areas shall be excluded from the definition of Properties.

Section 1.15 "Property Management Company" shall mean an entity designated by the Association to enforce the Association's CCRs and Bylaws on behalf of the Association.

ARTICLE II PROPERTY RIGHTS

Section 2.1. **Residential Use.** All Lots shall be used for residential purposes only. No buildings shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family Dwelling not to exceed two stories in height and a private garage, unless approved by the Architectural Control Officer.

Section 2.2. **Homeowner's Easement of Enjoyment.** Every Homeowner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.
- (b) The right of the Association to suspend the voting rights and the right to use the recreational facilities by a Homeowner for a period not to exceed sixty (60) days for infractions of its published rules and regulations.
- (c) The right of the Association to suspend the voting rights and the right to use the recreational facilities by a Homeowner for any period during which any assessment against the Homeowner's Lot is unpaid.
- (d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by the Board of Directors of the Association has been recorded, after such transfer has been approved by the Owners of fifty-one percent (51%) of the Lots. Lot 4, Block 3, St. Clair Estates Division #2, being designated by the City of Idaho Falls as the Park/Retention Basin is exempt from this restriction.
- (e) The right of the Association to accept the dedication or transfer of additional portions of the Properties into Common Areas. No such dedication or

transfer shall be accepted by the Association unless such transfer has been approved by the Owners of fifty-one percent (51%) of the Lots.

Section 2.3. **Delegation of Use.** Any Homeowner may delegate, in accordance with the Bylaws of the Association, his right to the enjoyment of the Common Area and facilities to the members of his family, his tenants or other persons who reside on the Property.

ARTICLE III COMMUNITY ASSOCIATION

Section 3.1. **Membership.** Every person or entity who is a record Owner or a fee or undivided fee interest in any Lot, which is subject to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons who hold an interest merely as a security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, by the Association.

Section 3.2. **Voting Rights.** Every Homeowner shall be entitled to one (1) vote for each Lot owned. When more than one (1) person owns any interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast for any Lot. No fractional votes are allowed.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed transfer thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (a) Annual assessments or charges
- (b) Special assessments for capital improvements
- (c) Special assessments for the use of a properly designated Property Management Company
- (d) Transfer fees at the time of becoming an Owner
- (e) Enforcement assessments for violations of the CCRs

Such assessments to be established and collected as in hereinafter provided. The annual assessments, special assessments, and enforcement assessments, together with interest and costs including reasonable attorney's fees, shall be a charge on

the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest and costs including reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment is due. The personal obligation for the delinquent assessments shall not pass to a Homeowner's successor in title unless expressly assumed by them.

Section 4.2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation/community building, health, safety and welfare of the residents of St. Clair Estates and for the improvement and maintenance of Common Areas.

Section 4.3. **Annual Assessment.** From and after November 1, 2013, the annual assessment shall be One Hundred Twenty Five and No/100ths Dollars (\$125.00) per developed Lot and Sixty Two and 50/100ths Dollars (\$62.50) per undeveloped Lot. The annual assessment shall be assessed on a calendar year basis and shall be pro-rated for a partial calendar year. Both developed and undeveloped Lot annual assessments shall be pro-rated in the first year that each such assessment applies. A developed Lot annual assessment shall apply as soon as a Dwelling is attached to a Homeowner's Lot. An undeveloped Lot annual assessment shall apply if the Lot is undeveloped or if a Lot has a partially completed Dwelling attached that has never been occupied. An undeveloped Lot annual assessment shall be fifty percent (50%) of the full developed Lot annual assessment. Once a Homeowner's Lot attains full developed Lot assessment status, it shall not revert back to an undeveloped Lot assessment status for any reason.

(a) From and after January 1, 2013, the annual assessment may be increased or decreased each year by the Board of Directors of the Association no more than five percent (5%) above or below the assessment for the previous year without an assenting vote of 2/3rds of the Homeowners.

(b) From and after January 1, 2013, upon unanimous consent of the Association Board, the Board may forgive all or a portion of a Homeowner's annual assessment to remedy extenuating circumstances. In no event may the Association Board forgive any part of an annual assessment to enforce the Association Covenants.

Section 4.4. **Special Assessments for Capital Improvements.** In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Homeowners.

Section 4.5. **Transfer Fee.** Each person or entity who purchases a Property from an Owner shall pay the Association, immediately upon becoming the Owner of the Property, a transfer fee in the amount of Five Dollars (\$5.00).

Section 4.6. **Notice and Quorum.** Written notice of any meeting called for the purpose of taking any action authorized under these CCRs shall be sent to all Homeowners not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting.

Except as otherwise provided in these CCRs, a quorum, with regard to the Board, requires no less than three (3) Officers. With regard to the Owners, a quorum requires no less than fifteen (15) Members present or represented by proxy at a meeting duly called, as required by the Bylaws.

Section 4.7. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at the same rate for each Lot and may be collected on either an annual or monthly basis.

Section 4.8. **Due Dates.** The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot no later than December 1 of the preceding calendar year. Written notice of the annual assessment shall be sent to every Homeowner subject thereto. Annual assessments shall be due on March 31. The Association shall, upon demand, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 4.9. **Effects of Nonpayment of Assessments.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of five dollars (\$5) per month. The Board of Directors of the Association may bring legal action against the Owner personally obligated to pay the assessment and/or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Homeowner's Lot.

Section 4.10. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to the payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

Section 5.1. **Membership.** Architectural Control of the Association shall be governed by one Architectural Control Officer and supported by at least two other current Officers of the Association. The Architectural Control Officer will manage the Architectural affairs of the Association. Two Officers of the Association will

support the Architectural Control Officer, as necessary, to review and sign-off on Architectural changes. All Architectural decisions will be made by a majority vote among the three Members.

Section 5.2. **Deadlines.** The Architectural Control Officer must respond with their approval, disapproval or an acceptable compromise, in writing. In the event the Architectural Control Officer fails to approve, disapprove or make an acceptable compromise within fifteen (15) days after the Plans and specifications have been submitted to the Architectural Control Officer and if no suit to enjoin construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been duly complied with.

Section 5.3. **Non-liability.** Neither the Architectural Control Officer nor any other Officer thereof shall be liable to the Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Officer's duties hereunder, provided such person has, upon the basis of such information possessed by him/her, acted in good faith without willful or intentional misconduct.

Section 5.4. **Prior Approval.** All Plans must be approved by the Architectural Control Officer before their submittal to the City for permits. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, change or alteration therein be made until the Plans and specifications showing the nature, kind, shape, height, materials, quality of workmanship and location of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures, topography and compliance with this Declaration by the Architectural Control Officer. Upon completion of any Dwelling, a Member of the Board may view the completed work to ensure that all requirements were met. All reviews shall be done with the presence of the Homeowner.

Section 5.5. **Procedure.** All decisions of the Architectural Control Officer shall be in writing. Copies of all Plans and specifications for which approval is sought shall be submitted to each Officer supporting the Architectural Control Officer, each of whom shall not have less than five (5) days, but not more than fifteen (15) days, to approve or disapprove such Plans and specifications. Failure to approve or disapprove such Plans and specification within fifteen (15) days shall constitute approval of such Plans and specifications by the Officer failing to act.

Section 5.6. **Violations.** The Owner of any improvements constructed in violation of the Declaration or who shall construct improvements without the Architectural Officer's approval thereof as provided herein, shall be subject to appropriate action by the Board of Directors of the Association for removal of the same at the sole expense of the Owner.

Section 5.7. **Decisions.** Except as otherwise provided herein, decisions of the Architectural Control Officer and the two supporting Officers shall be by majority vote of those Officers.

ARTICLE VI

GENERAL USE RESTRICTIONS AND COVENANTS

Section 6.1. From and after January 1, 2013, the General Use Restrictions and Covenants are as stated in Article VI of the CCRs. Dwellings constructed or dwellings that have Plans approved by the Board prior to January 1, 2013 will be held to the CCRs that were in effect at the time the Dwelling was constructed. In the event a Dwelling is demolished and a new Dwelling is constructed, the new Dwelling will be held accountable to the CCRs in effect at the time the house Plans are approved.

Section 6.2. **Dwelling Size and Quality Specifications.** No Dwelling shall be permitted on any Lot at a size less than the "Minimum Size" and without the following "Minimum Quality Specifications" as hereinafter defined:

- (a) **Size of Dwellings and Garages.** The following minimum sizes are for total above ground square feet (sq. ft.) excluding porches and garages. All homes shall have at least a two car garage.

	Divisions Nos. 1, 3 & 5	Divisions Nos. 2, 4, 6, 7, 8, 9, 10, 11 & 12
▪ One Story	1200 sq. ft.	1400 sq. ft.
▪ One & ½ Story	1500 sq. ft.	1700 sq. ft.
▪ Two Story	1500 sq. ft.	1800 sq. ft.
▪ Upper 3 levels Of Multi-level	1500 sq. ft. above grade	1800 sq. ft. above grade
▪ Garages	400 sq. ft.	440 sq. ft.

- (b) **Minimum Quality Specifications.**

- (1) **Roof Pitch and Materials.** All homes shall have a minimum roof pitch of at least five (5) inch rise for every twelve (12) inch run. (5/12) All roof materials must be architectural shingles (min. 25 yr. Rating).
- (2) **Eaves.** All eaves shall be a minimum of twelve (12) inches in depth.
- (3) **Exterior Siding.** A minimum of 40% of the front elevation of Dwellings must be brick, stone or stucco. The remaining siding may be vinyl, metal or other low maintenance product. No wood, Masonite, T 1-11 or other paint grade siding will be allowed.

(4) **Building Method.** All Dwellings must be built on site.

Section 6.3. **Driveways.** All driveways shall be concrete, brick or pavers (no asphalt composition).

Section 6.4. **Fencing and Protective Screening.** All fencing must conform to the City of Idaho Falls setback requirements and the Association Fence Approval Checklist. Any fencing visible from the street elevations must be vinyl or vinyl coated metal. All fencing materials, front yards and back yards, must be approved by the Architectural Control Officer before installation. Upon completion of any fencing performed, a Member of the Board may view the completed work to ensure that the fence meets all requirements. All reviews shall be done with the presence of the Homeowner. No chain link fencing is allowed.

Section 6.5. **Building Location.** The location of any building, structure or appurtenance within the real Property described herein shall be in accordance with the City of Idaho Falls Zoning Ordinances currently in effect and applicable to the particular Lot. All measurements shall be from the foundation.

Section 6.6. **Outbuildings.** All Outbuildings that exceed ten (10) feet in height must be approved by the Architectural Control Officer. Only those Outbuildings requiring a city building permit shall be required to be constructed of the same materials as the main Dwelling. Upon completion of any outbuilding requiring the approval of the Architectural Control Officer, a Member of the Board may view the completed work to ensure that all requirements were met. All reviews shall be done with the presence of the Homeowner.

Section 6.7. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown 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 change the direction, obstruct or retard the flow of water through the drainage channels.

Section 6.8. **Re-subdivision.** No Lot shall be subdivided or re-subdivided from the Lot size and dimensions as reflected on the plat of this subdivision existing on the date these covenants are recorded unless approved by the Architectural Control Officer.

Section 6.9. **Sidewalks.** The Lot Owner shall construct the sidewalk relating to his Lot at his expense, in compliance with the City of Idaho Falls specifications, prior to the date of the City's issuance or the Certificate of Occupancy for the residence thereon, or within twenty (20) days of the date of occupancy of the residence thereon, whichever occurs first. Each Lot Owner shall remove the snow, maintain, repair and replace or otherwise care for and keep the sidewalk in a clean and safe condition and free from obstructions.

Section 6.10. **Landscaping.** The lawn and landscaping expenses related to any Lot shall be at the Owner's expense and shall be completed within three hundred and sixty five

(365) days of the date of transfer from the Builder unless such transfer is to a home Builder for construction of a Dwelling thereon. In such case, the lawn and landscaping shall be completed within three hundred and sixty five (365) days of the date of the City of Idaho Falls issuance of the Certificate of Occupancy for such residence. All initial landscaping and major modifications to the landscaping must be approved by the Architectural Control Officer and completed in compliance therein. Front yard landscaping shall include no less than 30% lawn. Each Lot Owner shall water, mow and treat for excessive dandelions, weeds or noxious plants, as required. All landscaping visible from the street elevations must be free of excessive overgrown grass or excessive weeds.

Section 6.11. Nuisance. No noxious, offensive or annoying activity, nor improper or unlawful use, shall be allowed or permitted on any Lot. Any activity or use that is, or becomes an annoyance and/or nuisance to or interferes with the peaceful possession and proper use of any Lot shall be prohibited. The terms "offensive" and/or "improper" shall include the open storage of junk and/or non-operating automobiles, trucks or other vehicles and/or other forms of bulk storage not normally associated with the residential use of Property. Storage of such items may be permitted in confined locations and defined areas enclosed by a building and approved by the Architectural Control Officer. A fence shall not qualify as a building for such purposes. Without limiting the generality of any of the foregoing provisions, no external speakers, horns, whistles, bells or other sound devices, excepting those used exclusively for security purposes, shall be located, used or placed upon any Lot.

Section 6.12. Temporary Residences. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently. All construction of buildings or other structures shall be completed no later than twelve (12) months from the date of commencement of construction thereof or date of building permit thereof, whichever comes first.

Section 6.13. Signs. No sign of any kind shall be displayed to the public view on any Lot except the following:

- (a) a professional sign of no more than one (1) square foot
- (b) one (1) sign of not more than five (5) square feet advertising the Property for sale or rent
- (c) one (1) Builder sign of not more than fifteen (15) square feet during the construction and sales period
- (d) political signs of no more than five (5) square feet

Section 6.14. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in

boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 6.15. **Animals.** No animals, livestock, chickens, geese, ducks, turkeys or pheasants of any kind shall be raised, bred or kept, on any Lot, except that dogs, cats or other household pets may be kept provided that they are not being kept, bred or maintained for any commercial purposes per the City of Idaho Falls Kennel Law. No animal is to roam free or be allowed to enter upon other private Property. Animals will be allowed within the Common Areas only when accompanied by an Owner and on a leash. Owners are responsible for cleaning up after their animals within the community of St. Clair Estates.

Section 6.16. **Clean Conditions.** Each Lot and all improvements thereon shall be kept in a clean and sanitary condition. All structures must be maintained and kept free of damage. No construction materials, rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard to exist. All construction related materials must be cleared from the Property within three hundred and sixty five (365) days of the date they were placed on the Property. All trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage of such materials shall be kept clean and sanitary and not become offensive or a nuisance.

Section 6.17. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of rounded Property corner from the intersection of the street Property lines extended. The same sightline limitations shall apply on any Lot within ten (10) feet from the intersection of a street Property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections, unless the foliage line is maintained of sufficient height to prevent obstruction of such sight-lines.

Section 6.18. **Antennas/Satellite Dishes.** Any antenna of any type greater than three (3) feet in diameter must be approved by the Architectural Control Officer. No satellite dishes larger than thirty-six (36) inches in diameter shall be allowed.

Section 6.19. **Recreational Vehicles.** No recreational vehicle will be allowed to remain on any Lot, driveway or roadway (per the City of Idaho Falls Ordinance) for more than fifteen (15) days without the written approval of the Architectural Control Officer. The fifteen (15) days restriction shall apply even if they are not consecutive days, if the fifteen (15) days fall within any thirty (30) consecutive day time periods. A recreational vehicle inside a garage or approved Outbuilding or behind an approved fence on a Lot shall be allowed without written approval. For the purposes of this Section 19, the following provisions shall apply:

- (a) Snowmobiles, ATV's, jet skis, boats and other such recreational items shall be included in this restriction whether or not they are operational and whether or not they are loaded on a trailer.
- (b) Trailers, whether enclosed or unenclosed and whether loaded or empty, shall be included in this restriction.
- (c) Traditional recreational vehicles such as campers, fifth wheels, tent trailers and other RV's are included in this restriction, including but not limited to camper shells detached from their motorized source.

Section 6.20. **Maintenance and Repair of Common Areas.** The St. Clair Estates Homeowner's Association shall provide maintenance of the Common Areas and easements along St. Clair Road as finances permit. Repair for any damages in excess of normal wear and tear that are attributed to a Homeowner, his family or guests, shall be the sole responsibility of the Homeowner.

ARTICLE VII GENERAL PROVISIONS

Section 7.1. **Enforcement.** Enforcement of these protective covenants shall be by proceedings at law or in equity against any person or persons (excluding the person serving as the Architectural Control Officer) violating or attempting to violate any covenant, either to restrain violation or recover damages. All costs and expenses thereof including attorney's fees shall be paid by the defaulting party whether such is incurred by the filing of suit or otherwise. In the event an action is brought by a Board Member to enforce any covenant and/or condition contained herein and the costs and expenses are not recoverable from the defaulting party for any reason, said costs and expenses shall be paid equally by all Lot Owners within St. Clair Estates. The actions, non-actions or negligence of the Architectural Control Officer shall not be actionable under any circumstances. Failure by the Architectural Control Officer to enforce any part of these covenants shall not be deemed a waiver and shall not in any regard affect the future enforceability of such CCRs.

The Officers of the Association shall enforce covenant violations as follows:

- (a) Upon the identification of a covenant violation, a notice shall be provided to the Owner notifying them of the violation. This violation shall provide the Owner with a reasonable amount of time to correct the violation. The amount of time provided to the Owner shall not be less than ten (10) days.
- (b) If this notice fails to bring the Property within compliance of the CCRs and Bylaws, a second notice will be sent notifying the Owner that if the violation is not resolved within five (5) days, a \$50 enforcement assessment shall be due by that Owner. If the violation still persists, then a \$5 per day

enforcement assessment shall be charged to the Owner until the violation is corrected.

- (c) The Association retains the right to forgive any enforcement assessments incurred under this section if the violation is corrected and the violation does not occur again for the remainder of the calendar year.

Section 7.2. Severability. Invalidation of any one of these covenants or restrictions in this Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 7.3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. This Declaration may be amended by an instrument signed by no less than two-thirds (2/3) of all Owners. If a Lot is owned by more than one person or entity, the signature of any one Owner shall be sufficient to represent all Owners of that Lot for purposes of this Article VII; Section 7.3. Any and all amendments must be recorded.

Section 7.4. Annexation and Inclusion of Surrounding Tracts and Divisions. Additional tracts of Property surrounding or within close proximity of the Lots and the above described Common Areas may be annexed and brought within the jurisdiction of the Association, as provided herein, upon compliance with the following conditions:

- (a) That such additional tracts be subdivided and platted pursuant to the laws of the State of Idaho and the City of Idaho Falls.
- (b) That consent to the latest recorded version of the Master Declaration of Covenants, Conditions and Restrictions of St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho be executed by the Owner or Owners of such Properties consenting to be bound by the Covenants, Conditions and Restrictions contained in this Declaration.
- (c) That the Property is all or a portion of the following described real Property:

BEGINNING AT THE POINT THAT IS SOUTH 00°08'01" WEST 1178.00 FEET ALONG THE SECTION LINE AND SOUTH 89°51'59" EAST 40.94 FEET FROM THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 2 NORTH, RANGE 38 EAST OF THE BOISE MERIDIAN, BONNEVILLE COUNTY, IDAHO AND RUNNING THENCE SOUTH 89°23'59" EAST 1796.12 FEET; THENCE NORTH 00°56'50" WEST 918.63 FEET; THENCE NORTH 89°50'50" EAST 565.91 FEET; THENCE NORTH 00°56'50" WEST 178.58 FEET TO A POINT OF CURVE HAVING A RADIUS OF 22.49 FEET AND A CHORD THAT BEARS NORTH 45°10'28" WEST 31.37 FEET; THENCE TO THE LEFT ALONG SAID CURVE 34.72 FEET THROUGH A

CENTRAL ANGLE OF 88°27'12" TO A POINT 53.00 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 33; THENCE SOUTH 89°23'59" EAST 102.14 FEET TO A POINT OF CURVE HAVING A RADIUS OF 19.72 FEET AND A TANGENT THAT BEARS NORTH 89°23'59" WEST AND A CHORD THAT BEARS SOUTH 44°49'30" WEST 28.26 FEET; THENCE TO THE LEFT ALONG SAID CURVE 31.51 FEET THROUGH A CENTRAL ANGLE OF 91°32'45"; THENCE SOUTH 00°56'49" EAST 181.87 FEET; THENCE NORTH 89°03'10" EAST 210.00 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 33; THENCE SOUTH 00°56'50" EAST 2426.84 FEET TO THE CENTER OF SECTION 33; THENCE NORTH 88°40'57" WEST 2661.90 FEET ALONG THE EAST-WEST CENTERLINE OF SECTION 33 TO THE EAST RIGHT-OF-WAY LINE OF ST. CLAIR ROAD; THENCE NORTH 00°10'13" EAST 1464.41 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

Upon compliance with such conditions, the Owner or Owners of Lots within said Properties shall automatically become Members of the Association with incidents and responsibilities thereof as provided in these Declarations and the Articles and Bylaws of the Association.

These Covenants, Conditions, and Restrictions were duly and regularly adopted by the undersigned Association Officers of the St. Clair Estates Homeowner's Association pursuant to an affirmative two-thirds (2/3rds) vote of Property Owners of St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho as required by the Master Declaration, the Amended Master Declaration and the 2nd Amended Master Declaration of Covenants, Conditions and Restrictions.

IN WITNESS THEREOF, these present are hereby signed as of this 1st day of November, the year 2013.

Melissa Bates
Patricia Mordan
Clarissa Olson

Melissa Bates, President

Patricia Mordan, Treasurer

Clarissa Olson, Secretary

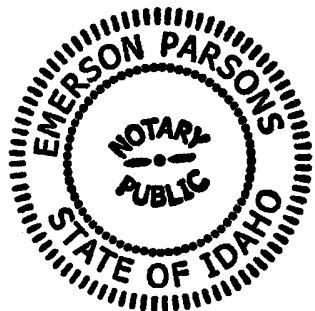
The undersigned, being the Secretary of the Association, hereby certified that the above named persons are the Officers of the Association, and that the foregoing Covenants, Conditions, and Restrictions were regularly adopted pursuant to an affirmative two-thirds (2/3rds) vote of Property Owners of St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho.

STATE OF IDAHO

County of Bonneville

On this 1st day of November, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Melissa Bates, Patricia Mordan, and Clarissa Olson, known to me to be the President, Treasurer, and Secretary, respectively, of the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

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



[Signature]

Notary Public for Idaho

Residing at: BONNEVILLE

My Commission Expires: Nov 5, 2018

**2ND AMENDED BYLAWS FOR
ST. CLAIR ESTATES HOMEOWNER'S ASSOCIATION, INC.**

ARTICLE I

DEFINITIONS

- Section 1.1** The name of the Association is the **ST. CLAIR ESTATES HOMEOWNER'S ASSOCIATION, INC.**
- Section 1.2** "**Association**" shall mean and refer to St. Clair Estates Homeowner's Association Inc., a non-profit organization composed of all Owners.
- Section 1.3** "**Board**" shall mean and refer to Officers elected from among the Owners.
- Section 1.4** "**Common Area(s)**" shall mean all real Property owned by the Association for the common use and enjoyment of the Owners.
- Section 1.5** "**Covenants, Conditions and Restrictions (CCRs)**" shall mean and refer to the latest version of the Master Declaration of Covenants, Conditions and Restrictions as recorded in the office of the County Recorder, Bonneville County, Idaho Falls, Idaho.
- Section 1.6** "**Member(s)**" shall mean any Owner of a Property.
- Section 1.7** "**Officer**" shall mean an Owner elected to participate on the Board.
- Section 1.8** "**Owner**" shall mean and refer to the recorded owner(s) of any lot or Property.
- Section 1.9** "**Property(ies)**" shall mean and refer to that certain real property, and such additions that may be brought within the jurisdiction of the Association.
- Section 1.10** "**Property Management Company**" shall mean an entity designated by the Association to enforce the Association's CCRs and Bylaws on behalf of the Association.
- Section 1.11** "**Rules for Common Areas**" shall mean the rules and regulations controlling the use and enjoyment of the Common Areas established by the Association;

Instrument # 1460311

IDAHO FALLS, BONNEVILLE, IDAHO

11-1-2013 01:55:39 No. of Pages: 17

Recorded for : ST CLAIR ESTATES H/O ASSOC

RONALD LONGMORE

Fee: 58.00

Ex-Officio Recorder Deputy

Index to: BY LAWS

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 2.1: Association Membership. Each Owner shall be entitled and required to be a Member of the Association. If title to a Property is held by more than one (1) person, the membership related to that Property shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which the title to the Property is held. An Owner shall be entitled to one (1) membership for each Property owned. No person or entity, other than an Owner, may be a Member of the Association, and memberships in the Association may not be transferred except in connection with the transfer of ownership of a Property.

Section 2.2: Powers of the Association. The Association shall have all the powers of a non-profit organization under the General Non-profit Corporation Law of Idaho, subject only to such limitations on the exercise of such powers as are set forth in the By-laws and this Declaration.

Section 2.3: Voting Rights. Each Owner shall be entitled to one vote for each Property owned. When more than one person holds an interest in any Property, all such persons shall be Members. The vote for such Property shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Property.

Section 2.4: Quorum. Except as otherwise provided in these Bylaws, a quorum, with regard to the Board, requires no less than three (3) Officers. With regard to the Owners, a quorum requires no less than fifteen (15) Members present or represented by proxy at a meeting duly called, as required by these Bylaws.

Section 2.5: Voting. A major consensus vote, defined as 2/3rds of all Owners, will be required to change the CCRs, Bylaws or impose Special Assessments (other than that for the designation of a Property Management Company as set forth in Section 4.4(e)). All other actions may be made by a 2/3rds vote of those Owners present or who vote by proxy at any duly called meeting where a quorum is present.

Section 2.6: Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before or at the appointed time of each meeting.

Section 2.7: Control. The Association shall be responsible for the management and control of the Common Areas and all improvements thereon. The Association shall maintain in a proper, clean and neatly manicured way, all areas constituting part of the Common Areas.

Section 2.8: Easements. The Association shall have the right to grant easements for utility purposes over, upon and across, under or through any portion of the Common Areas. Each Owner is responsible for utility areas through their respective Properties.

Section 2.9: Management. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof; to the extent it deems advisable, as well as such

other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Association.

Section 2.10: Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Common Areas and which rules and regulations shall be consistent with the rights and duties of each Owner. The Association may take the appropriate action, including judicial action, against any Owner to enforce compliance with such rules, regulations or other obligations, or to obtain damages for non-compliance, all to the extent permitted by law.

Section 2.11: Personal Liability. No Officer of the Association shall be personally liable to any Owner while acting in capacity as an Officer, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person or entity, if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

Section 2.12: Common Areas Interest. Each Property Owner shall have an interest in the Common Areas for assessment and other purposes herein expressed as a percentage which shall be determined by an annual fee structure at the time of assessment. Assessments, if required, to maintain Common Areas, pay debts incurred by the Association, for improvements to the Association Property, etc. shall be determined for each Owner.

Section 2.13: Access to Records. Any Owner may, at any reasonable time and upon reasonable notice to the Association at his/her own expense, cause an audit or inspection to be made of the books and financial records of the Association.

ARTICLE III

ADMINISTRATION

Section 3.1: Association Responsibilities. The Owners of the Association will have the responsibility of administering the Association and establishing and collecting annual assessments. Except as otherwise provided, decisions and resolutions of the Association, as well as changes to the Rules for Common Areas, shall require approval by 2/3rds of the Owners who are voting in person or by proxy at a meeting duly called for such purpose, where a quorum is present.

Section 3.2: Place of Meetings. Meetings of the Association shall be held at any suitable place convenient to the Owners as may be designated.

Section 3.3: Annual Meeting. Annual Meetings of the Association shall be held in November. At such meetings, there shall be elected by the Owners, Officers as defined in Article V of these Bylaws. The Owners may also transact other such business of the Association as was properly

stated on the notice of meeting.

Section 3.4: Special Meetings. It shall be the duty of the President to call a special meeting of the Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

Section 3.5: Notice of Meetings. It shall be the duty of the Secretary to mail or deliver personally a notice of each Annual Meeting or Special Meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at least fifteen (15) but not more than thirty (30) days prior to such meeting. The mailing or delivery of a notice in the manner provided in this Section shall be considered a notice.

Section 3.6: Order of Business. The order of business at all meetings of the Owners shall be as follows:

- a. Roll Call
- b. Proof of notice of meeting or waiver of notice
- c. Reading and approvals of minutes of preceding meeting
- d. Reports of Officers
- e. Report of any committees
- f. Unfinished business
- g. New business
- h. Adjourn

Section 3.7: Restriction on Use. If any Property is leased, the Owner of the Property is responsible for compliance of the lessee to all CCRs and Bylaws. The lessee is also subject to compliance with the CCRs and Bylaws. If any Property is leased, the Owner shall provide notice to the Association of the lease and shall provide the Association with the name and contact information for the lessee.

Section 3.8: Obligation to Comply. All Owners shall comply with the provisions of the Bylaws and Association Rules and will require compliance of their children, guests and any other invited persons.

ARTICLE IV

OFFICERS OF ASSOCIATION

Section 4.1: Number and Qualifications. The affairs of the Association shall be governed by the Officers of the Association. The Association Board shall be composed of six (6) persons who are Members of the Association and who shall have power to act as Officers.

Both the President and Treasurer must be placed on the Association's bank account as co-signers. Neither the President nor the Treasurer shall reimburse themselves for Association

expenses.

Section 4.2: Powers and Duties. The Officers shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are directed to be exercised and done by the Owners, by law or by the Bylaws. The Officers shall have the right to interpret the CCRs and Bylaws.

If there is a conflict over the interpretation of the CCRs or Bylaws, the conflict shall be settled by a vote of 2/3rds of those Owners present or those represented by proxy at a meeting duly called where a quorum of Owners are present.

Section 4.3: Other Duties. In addition to duties imposed by these Bylaws, the CCRs or by resolutions of the Association, the Officers shall be responsible for the following:

- a. Coordination of care, upkeep and surveillance of the Common Areas and facilities.
- b. Collection of annual assessments from the Owners. (CCR Art. IV)
- c. Designation and dismissal of the personnel necessary for maintenance and operation of the Common Areas and facilities.
- d. Designation and dismissal of the personnel associated with the Property Management Company for the neighborhood, as necessary.
- e. Adoption and publication of rules and regulations governing the use of the Common Areas and facilities, and to establish penalties for the infractions thereof.
- f. Collection of late assessments. These shall be administered as follows:
 1. Thirty (30) days after the due date, if dues are in arrears, a notice will be sent from the Association giving an additional thirty (30) days to bring the account current before legal action. Any assessment not paid within thirty (30) days after the initial due date shall bear interest from the due date at the rate of five dollars (\$5) per month. (CCR Art. IV, Sec. 4.8)
 2. If payment of the assessment has not been made thirty (30) days after such notice, the Treasurer will be instructed to present the bill to a court or place a lien on the Property. (CCR Art. IV, Sec.4.9)
- g. Collection of enforcement assessments for CCR violations. These shall be administered as follows:
 1. Upon the identification of a CCR violation, a notice shall be provided to the Owner notifying them of the violation. This violation shall provide the Owner with a reasonable amount of time to correct the violation. The amount of time provided to the Owner shall not be less than ten (10) days.
 2. If this notice fails to bring the Property within compliance of the CCRs and Bylaws, a second notice will be sent notifying the Owner that if the violation is not resolved within five (5) days, a \$50 enforcement assessment shall be due by that Owner. If the violation persists, upon completion of the five days, a \$5 per day enforcement assessment shall be charged to the Owner until the violation is corrected.
 3. The Association retains the right to forgive any enforcement assessments incurred under

this section if the violation is corrected and the violation does not occur again for the remainder of the calendar year.

Section 4.4: Election and Term of Office. The Officers of the St. Clair Estates Homeowner's Association will serve a term from the Annual Meeting where they are elected, through the remaining months of that year and the following calendar year until December 31st. This will allow some training time for the new Officers to learn from the existing Officers. The Treasurer will remain in their current position until a complete audit of the years' books has been concluded and the Annual Dues notices have been mailed to all Owners. During the transition period, the prior year's Officers shall support the new Officers when requested. An election shall be held at every Annual Meeting of the Association to elect Officers for a new term.

- a. Officers will be elected by the majority of Owners who vote in person or by proxy at the Annual Meeting.
- b. For an Owner to be listed on the ballot, they need to be nominated.
- c. All new nominees should be submitted to the Secretary by October 1st so the names can appear on the proxies that are mailed out with the notice of meeting. Nominees may also be made from the floor the night of the Annual Meeting.
- d. In the event an Officer is not elected for a given position, the elected Officers of the Board may appoint an Owner to that position.
- e. In the event a President, Secretary, Treasurer, Architectural Control Officer and Enforcement Officer are not elected in a new year, the President currently presiding at the time will remain in office and the President may designate a Property Management Company to manage the Association affairs. In the event this occurs, a special assessment will be collected to cover the costs of the Property Management Company. The costs of the Property Management Company will be equally imposed as a special assessment among all Owners.

Section 4.5: Vacancies. Vacancies in the Officers' group caused by any reason other than the removal of an Officer by the vote of the Association, shall be filled by a 2/3rds vote of those Owners present or by proxy at a meeting duly called. Each person so elected shall complete the term of the Officer replaced and be an Officer until a successor is elected at the appropriate Annual Meeting of the Association.

Section 4.6: Organization Meeting. The first meeting of a newly elected group of Officers shall be held at such a place as shall be fixed by the Officers at the meeting at which such Officers were elected. No notice shall be necessary to the newly elected Officers in order to hold such meeting.

Section 4.7: Regular Meetings. Regular meetings of the Officers may be held, with written notice to all Board Members, at such time and place as shall be determined, from time to time, but at least two such meetings shall be held during each fiscal year. Owners may attend Regular meetings without comment unless the Owner has requested the right to make comment prior to the meeting. The request for comment must include a summary of the purpose for the comment and an approximate amount of time required. Notice and agenda of Regular meetings may be obtained by request to the Secretary.

Section 4.8: Special Meetings. Special meetings of the Officers may be called by the President.

ARTICLE V

OFFICERS

Section 5.1: Designation. The principal Officers of the Association shall be a President, a Secretary, a Treasurer, an Architectural Control Officer, an Enforcement Officer, and a Volunteer/Events Coordinator, who shall be elected by the Owners. The Officers may appoint other such positions as in their judgment may be necessary.

Section 5.2: Election of Officers. The Officers of the Association shall be elected by the Owners present or represented by proxy at the Annual Meeting.

Section 5.3: Removal of Officers. Upon an affirmative vote of a majority of the Members of the Association present or represented by proxy at a meeting duly called, any Officer may be removed, for cause, and his/her successor elected at any special meeting where a quorum is present.

Section 5.4: President. The President shall be the Chief Executive Officer of the Association. He/she shall preside at all meetings of the Association. He/she shall have all of the general powers and duties which are usually vested in the office of President of the Association, including but not limited to the power to appoint committees from among the Owners from time to time as may be appropriate to assist in the conduct of the affairs of the Association.

Section 5.5: Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association, shall have charge of such books and papers as the President may direct, and shall in general perform all the duties incident to the office of Secretary. It shall be the duty of the Secretary to provide a set of CCRs and Bylaws to each new Owner and, as requested, by existing Owners. The Secretary will provide copies of the minutes of the Annual and Special Meetings to the Owners, if requested.

Section 5.6: Treasurer. The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may, from time to time, be designated by the President. The Treasurer is also responsible to ensure the proper IRS forms are filed as required to maintain the Association's non-profit status. The President will conduct an independent audit of the Treasurer's books yearly. The Past-President and incoming President shall conduct an audit annually, as soon after the election as practical.

Section 5.7: Architectural Control Officer. The Architectural Control Officer shall have the responsibility to review and approve all Architectural items as required by the CCRs. All items brought before the Architectural Control Officer will require a minimum of three votes. These

votes can be provided by other Officers of the Association.

Section 5.8: Enforcement Officer. The Enforcement Officer shall have the responsibility of enforcing all rules of the Association. The Enforcement Officer shall send reminder notices for violations of the CCRs, as they deem appropriate. The Enforcement Officer at a meeting of the Board must provide a report of all notices sent to Owners. In the event that further action is required, the Enforcement Officer shall report to the Board a proposal for action to be taken. In the case where enforcement assessments may be assessed to an Owner for a violation of the CCRs, all Board Members must concur with the proposed action before it can be taken. The Enforcement Officer is responsible for taking a reasonable number of pictures of the violation or shall have other reasonable documentation to defend their position to the Board.

In the situation that action on a violation of the CCRs is required prior to the following meeting of the Board, the Enforcement Officer can obtain a vote of the Board Members via other communication means (e.g. e-mail, letters, etc.) to proceed, so long as the votes can be documented in a file. All votes/responses of the Officers (initial request and response) and pictures shall be kept, in duplicate, in the Enforcement Officer's and Treasurer's Association files. Each Board Member will be provided no more than five (5) days to vote regarding the proposed action of the Enforcement Officer. In the case that a Board Member provides no response, an assent vote will be recorded.

Section 5.9: Volunteer/Events Coordinator. The Volunteer/Events Coordinator shall have the responsibility of identifying Owners willing to volunteer their services for Association activities. The Volunteer/Events Coordinator shall also be responsible for coordinating all Association community building events. The Volunteer/Events Coordinator may delegate actions to other Officers of the Association or volunteers; however, the Volunteer/Events Coordinator is responsible for ensuring that all actions for events are completed.

Section 5.10: Compensation. No Officer of the Association shall receive compensation for any service he may render to the Association, other than Officers of the Association shall not be required to pay annual dues for the time period of their term in office. No Officer of the Association shall be relieved from more than one year's dues for any one term served. Officers of the Association must not miss more than two (2) Board meetings in any calendar year to be eligible for the non-payment of the Annual Assessment. Officers of the Association may be reimbursed for their actual expenses incurred in the performance of their duties, with proper receipt or documentation.

ARTICLE VI

ASSESSMENTS, TAXES AND INSURANCE

Section 6.1: Owners Covenant to Pay. Each Owner of any Property, by the acceptance of a deed, whether or not it be so expressed in the deed, shall be responsible with other Property Owners in St. Clair Estates Homeowner's Association, Inc. to pay to the Association annual

assessments for maintenance of the Common Areas and special assessments for any agreed upon activity. The purchaser of a Property shall be jointly and severally liable with the seller for all unpaid assessments against the Property up to the time of the grant or conveyance; without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

Section 6.2: Expenses. The Association Assessments are to provide for the payment of all expenses growing out of or connected with the maintenance and operation of the Common Areas, landscaping and care of grounds, premiums for Common Areas liability, Officer insurance, community building events, legal fees, correspondence and other fees as required for the management of the Association.

Section 6.3: Estimated Annual Budget. At the Annual Meeting of the Association, an estimated budget shall be reviewed and adopted. Determination of the amount of budget shall be based on expected communal insurance premiums, landscaping and grounds care, etc. Assessments shall be made according to such budget with increases or decreases as appropriate.

Section 6.4: Annual Assessment. Annual assessments shall be reviewed and adjusted as voted by a majority of the Members at an annual or special meeting. The maximum the annual assessment may be increased/decreased in any year is five percent (5%), unless specifically approved by a 2/3rds vote of the Owners.

From and after January 1, 2013, upon unanimous consent of the Association Board, the Board may forgive all or a portion of a Homeowner's annual assessment to remedy extenuating circumstances. In no event may the Association Board forgive any part of an annual assessment to enforce the Association Covenants.

Section 6.5: Payment of Assessments. Dues notices will be mailed in February of the current year. Each Owner shall give the Treasurer the annual assessment payment by March 31st. If dues are in arrears after thirty (30) days, a notice will be sent from the Association giving an additional thirty (30) days to bring the accounts current before action will be taken. If these reminders fail to produce results, the Treasurer will be instructed to present the bill to a court and/or place a lien on the Property. Starting March 31st, an interest of five dollars (\$5) per month will accrue with the dues owed. (CCRs Art. IV, Sec. 4.8) Both annual and special assessments must be fixed at the same rate for each Lot and may be collected on either an annual or monthly basis.

Section 6.6: Special Assessments. In addition to the annual assessments, the Association may levy at any time a special assessment payable over such a period as the Association may determine, for the purpose of defraying whole or in part the cost of any project that the Association votes to undertake. Any such special assessment shall be voted on in accordance with Article II, requiring approval of 2/3rds of the Owners, other than the special assessment for the designation of a Property Management Company as set forth in Section 4.4 (e). Notice in writing of the amount of any such special assessments and time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than Thirty (30) days after such notice has been given. (CCRs Art. IV, Sec. 4.4)

Section 6.7: Transfer Fee. Each person or entity who purchases a Property from an Owner shall pay to the Association, immediately upon becoming the Owner of the Property, a transfer fee in the amount of Five Dollars (\$5.00).

Section 6.8: Date of Commencement of Annual Assessments. The annual assessment shall commence on the first day following the purchase of the Property by the Owner.

Section 6.9: Taxes. The Association shall maintain a tax-free status.

Section 6.10: Insurance. Liability insurance shall be purchased by the Association covering the Common Areas in such amounts and in such forms as it deems advisable to provide adequate protection. The Association shall purchase insurance, in such amounts and in such forms as it shall deem appropriate, covering the Officers of the Association.

ARTICLE VII

EASEMENTS

Section 7.1: Easement for Utility Purposes. The Association shall have the right to grant easements for utility purposes over, upon and across, under or through any portion of the Common Areas. The Association should be notified if utility groups plan to excavate or disturb Common Areas and to ensure said groups return Common Areas to original condition.

ARTICLE VIII

RULES FOR COMMON AREAS

1. No house trailers, boats, campers, trucks or similar vehicles shall be parked in any of the Common Areas.
2. All damage to a common area shall be paid for by the Owner responsible for the damage.
3. Any Owner wishing to plant flowers, trees or shrubs in the Common Areas must obtain permission from the Association before doing so.
4. Owners shall be held responsible for the actions of their children, pets and their guests while using the Common Areas.
5. Complaints regarding the management of the Association and grounds or regarding actions of other Owners shall be made in writing to the Association.

6. Any consent or approval given under these Association Rules by the Association shall be revocable at any time.
7. These Rules for Common Areas may be added to, or repealed at any time by the Association. (Art. III, Sec. 3.1)

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1: Enforcement. The Association shall have the right in all cases to enforce all existing CCRs, reservations, liens and charges imposed by the Bylaws and Rules for Common Areas of St. Clair Estates Homeowner's Association, Inc. Uncorrected violations, whether or not willful, are subject to the terms set forth in the CCRs and these Bylaws. Thus, any Owner, as individuals or parties, failing to comply with the terms and conditions as set forth in this agreement shall, after having been notified in writing and not responding, be subject to enforcement as set forth in Section 4.3 of these Bylaws. (CCR's Art. VII, Sec. 7.1) Such costs of legal remedies or any subsequent litigation relating to the complaint, including attorney's fees and court costs, will be the responsibility of the Owner as individuals or parties in which the complaint was made, if the Association is the prevailing party. Failure by the Association or by any other individual to enforce any rule or restriction herein contained shall in no event be deemed a waiver of the right to do so at a later date.

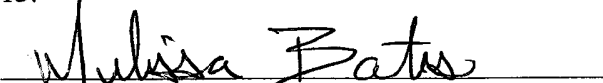


Section 9.2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.3: Amendment and Binding Effect. The provisions and restrictions of these Bylaws shall run with and be binding upon the Property herein described for a term of twenty (20) years from the date hereof, after which time they shall be automatically extended for successive periods often (10) years. These Bylaws may be amended by a vote by 2/3rds of all Owners in accordance with Article II.

Section 9.4: Effective Date. Provisions and restrictions of these Bylaws shall be effective as of the date of execution hereof by the Association and shall be otherwise binding upon all Owners as provided herein until otherwise amended as provided herein. These 2nd Amended Bylaws for St. Clair Estates Homeowner's Association shall replace and supersede all previous Bylaws for St. Clair Estates.

These Bylaws were duly and regularly adopted by the undersigned Association Officers of the St. Clair Estates Homeowner's Association pursuant to an affirmative two-thirds (2/3rds) vote of Property Owners of St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho as required by the Bylaws for St. Clair Estates Homeowners Association, Inc.

IN WITNESS THEREOF, these present are hereby signed as of this 1st day of November, the year 2013.

Melissa Bates, President

Patricia Mordan, Treasurer

Clarissa Olson, Secretary

The undersigned, being the Secretary of the Association, hereby certified that the above named persons are the Officers of the Association, and that the foregoing Bylaws were regularly adopted pursuant to an affirmative two-thirds (2/3rds) vote of Property Owners of St. Clair Estates to the City of Idaho Falls, Bonneville County, Idaho.

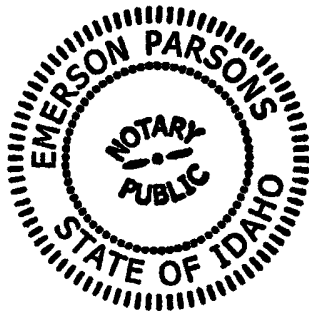
BY-LAWS AND RULES FOR COMMON AREAS FOR ST. CLAIR ESTATES
HOMEOWNERS ASSOCIATION, INC.


STATE OF IDAHO

County of Bonneville

On this 1st day of November, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Melissa Bates, Patricia Mordan, and Clarissa Olson, known to me to be the President, Treasurer, and Secretary, respectively, of the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

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





Notary Public for Idaho
Residing at: BONNEVILLE
My Commission Expires: Nov 5, 2018

EXHIBIT A

CITY CODES FOR YOUR INFORMATION

Attached as Exhibit A to these 2nd Amended Bylaws are codes from the Idaho Falls Code of Ordinances as of February 2013. They are enforced by Idaho Falls Law Enforcement. This is a short list of those codes provided for the convenience of all residents in St. Clair Estates, not for legal advice. Each Owner is responsible for ensuring the status of current city ordinances.

1. 5-23-5: DISTURBING THE PEACE

Any person who disturbs the peace and quiet of another or of any neighborhood, family, congregation or other assembly by causing loud, repetitive or high pitched noises, flashing lights, vibration or by using, operating or controlling sound amplification or reproduction equipment that emits sound that is plainly audible at a distance of fifty (50) feet or more from its source or by engaging in or causing any other annoying or unusual activity, is guilty of an infraction. (Ord 2849, 10-28-10)

2. 5-26-11: ACCUMULATION OF LITTER UPON PRIVATE PROPERTY

It shall be unlawful for any person owning or having control of private property within the City to deposit, store or allow the accumulation of litter upon such property, except:

- (A) The temporary storage or accumulation of construction debris or materials in a manner which prevents the same from being blown upon adjoining property, while a building or structure is being constructed upon the premises or during remodeling or reconstruction thereof.
- (B) Upon any property owned or operated by any recycler, salvage dealer, or junk yard dealer licensed by the City, subject to all provisions and restrictions contained in any ordinance or statute governing the operation of such licensed business.

3. 5-26-12: REMOVAL OF WEEDS

It shall be unlawful for any owner or occupant of any real property within the City to allow weeds to grow, exist or accumulate upon such real property.

4. 5-9-11: ANIMALS RUNNING AT LARGE

Any owner or custodian of any animal, other than a domestic cat, whose animal is at large within the City, is guilty of a misdemeanor. (Ord 2806, 4-9-09)

5. 5-9-12: IMPOUNDMENT OF ANIMALS

The City Animal Services Manager shall impound or confine any animal found at large within the City. Any animal so impounded or confined shall be provided with the proper care, food or

water. The care, disposal, release, sale or destruction of any animal so impounded shall be conducted in a like manner as set forth in Chapter 10, Title 5, of this Code. Prior to the release of any animal impounded at the City Pound, the Animal Control Shelter the Animal Services Manager shall collect from the owner or custodian thereof an impound fee and boarding fees as set forth in Chapter 10, Title 5 of this Code. (Ord. 2259, 12-11-97; Ord 2806, 4-9-09)

6. 5-10-7: COMMERCIAL AND NONCOMMERCIAL KENNEL LICENSES

- (A) It shall be unlawful to operate a dog kennel or to keep upon the premises of any one household or upon the premises of any one business property, more than two (2) dogs unless the owner or person in charge thereof has a commercial or noncommercial kennel license.
- (B) **Noncommercial License:** Applications for noncommercial kennel licenses shall be made to the Clerk. Such license shall not be issued unless at least seventy five percent (75%) of all the owners or persons in possession of premises located within one hundred feet (100') of the premises upon which said noncommercial kennel is to be maintained, have consented to the operation of such noncommercial kennel. Upon receipt of such application, the City Clerk shall request Animal Services to poll such owners to determine if they are willing to consent to the issuance of a noncommercial kennel license to the applicant. For the purposes of determining such percentage, persons having joint ownership or control of such premises shall be considered as one person. The applicant shall also pay a license fee of fifty dollars (\$50) annually, which fee shall be returned to the applicant if the license is not issued. The applicant shall allow an annual inspection of the kennel by Animal Services personnel and any inspections that may be warranted in response to complaints or violations of this Chapter supported by probable cause. The application shall state the name and address of the owner, the location of the non-commercial kennel, the number of dogs presently kept and the breed(s) of the dogs. Dogs kept in a noncommercial kennel shall be owned only by members of the immediate household and a separate dog license shall be purchased for each dog. A noncommercial kennel license shall not be transferable and shall expire on December 31st of the year of issuance. Upon renewal of a noncommercial kennel license, a re-polling of neighboring owners shall not be required, unless within one (1) year prior to the expiration of such license, one or more complaints have been filed in writing with the Police Department or Animal Services regarding the applicant's maintenance of such kennel. In such event, no license shall be issued until Animal Services has conducted a new poll and the required consents have been obtained. No person holding a noncommercial kennel license shall keep any dog for breeding purposes or for the purpose of raising such dog for commercial sale. All dogs, except registered purebred dogs, kept pursuant to a noncommercial kennel license shall be sterilized within twelve (12) weeks after their date of birth. No license shall be issued unless the applicant i) provides written certification by a licensed veterinarian that all licensed animals, other than purebred animals, have been sterilized or the applicant provides a certificate from an Animal Control officer that he or she has inspected each animal and verified such sterilization, and ii) the applicant provides proof of registration by a recognized kennel club for each unsterilized purebred dog kept on the premises. In no event may the licensee or applicant keep more than one breed of

unsterilized purebred dogs on the premises. A maximum of five (5) dogs may be kept upon the premises owned by a person holding a noncommercial kennel license.

- (C) **Commercial Kennel License:** A commercial kennel is a kennel where the owner or a keeper of dogs sells, boards, breeds, trains, treats or handles dogs for consideration, provided however any clinic or place owned or operated by a veterinarian licensed under state law shall not be considered a commercial kennel. Applications for a commercial kennel license shall be made to the City Clerk. The applicant shall also agree to an annual inspection of the kennel by Animal Services personnel and to inspections that may be warranted in response to complaints. The application must state the zone in which the kennel will be maintained and must be accompanied by a license fee of fifty dollars (\$50.00), which fee shall be returned to the applicant if a license is not issued. No license may be issued unless at least seventy-five percent (75%) of all property owners within one hundred feet (100') of the property upon which the kennel will be operated and have consented to the issuance of such license. Upon receipt of such application, the City Clerk shall request Animal Services to poll such owners to see if they are willing to consent to such commercial kennel. Licenses shall not be transferrable to any person or location not stated in the application. All licenses shall expire on December 31st of the year it was issued. A commercial kennel license shall not be issued for any premises where such use is not permitted under the City Zoning Ordinance. Upon renewal of a non-commercial kennel license, a re-polling of neighboring owners shall not be required, unless within one (1) year prior to the expiration of such license one or more complaints have been filed in writing with the Police Department or Animal Services regarding the applicant's maintenance of such kennel. In such event, no license shall be issued until Animal Services has conducted a new poll and the required consents have been obtained. The limit on the number of dogs shall be pursuant to State code or State regulations.
- (D) **Re-Application Limited:** No application for a commercial or non-commercial kennel license shall be accepted or processed if an application for the same type of license to operate upon the same property has been denied or withdrawn within one year previous to the date of such application. (Ord 2703, 6-07-07; Ord 2805, 04-09-09; Ord 2863, 1-27-11)

7. 9-4-3: PARKING IN RESIDENTIAL ZONES

Any person who parks a motor vehicle having a gross vehicle weight greater than 10,000 pounds in any residentially-zoned district within the City shall be guilty of an infraction unless such parking is necessary to load or unload such vehicle in an expeditious manner.

8. 9-4-5: STORAGE OF VEHICLES ON PUBLIC STREET

- (A) It shall be unlawful for anyone to use City streets or alleys for storage of motorhomes or trailers. Trailers and motorhomes can only be parked upon a street or alley within the City for the purposes of loading and unloading for a period not to exceed two 24-hour periods in a 7-day time period. Any person who parks or allows a trailer or motorhome to be parked upon any street or alley within the City for a period in excess of this time in the

same location shall be guilty of an infraction.

- (B) Any person who parks or allows a vehicle to be parked upon any street or alley within the City for a period of 48 or more consecutive hours in the same location shall be guilty of an infraction.
- (C) Any vehicle, motorhome or trailer unlawfully parked or stored may be removed by or under the direction of any peace officer and may be impounded in accordance with the provisions of this Chapter.
- (D) For the purposes of this section, a vehicle shall be considered to be parked "in the same location" notwithstanding movement of the vehicle to another location on a public street or alley within 500 feet in any direction of the original location of the vehicle. "Motorhome" is hereby defined as set forth in Idaho Code § 49-114(12). "Trailer" is hereby defined as set forth in Idaho Code § 49-121(6). (Ord. 2890, 01-22-12)