

**2<sup>ND</sup> 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 31<sup>st</sup>. 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 2<sup>nd</sup> 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.

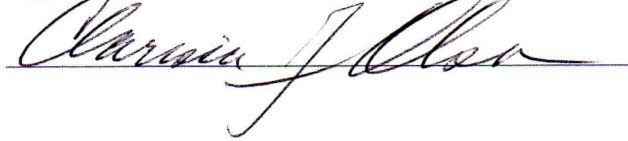
IN WITNESS THEREOF, these present are hereby signed as of this 1<sup>st</sup> day of November, the year 2013.



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.

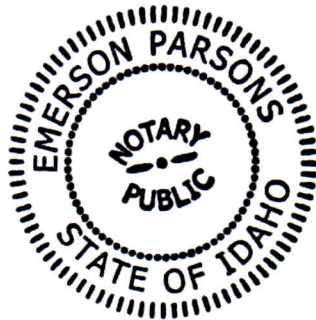
BY-LAWS AND RULES FOR COMMON AREAS FOR ST. CLAIR ESTATES  
HOMEOWNERS ASSOCIATION, INC.

STATE OF IDAHO

County of Bonneville

On this 1<sup>st</sup> 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.



  
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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 2<sup>nd</sup> 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)