

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
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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	1500 sq. ft.	1800 sq. ft.
Of Multi-level	above grade	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

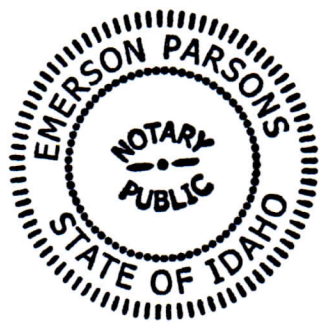
The undersigned, being the Secretary of the Association, hereby certified that the above named persons are the Officers of the Association, and that the foregoing Covenants, Conditions, and Restrictions were regularly adopted pursuant to an affirmative two-thirds (2/3rds) vote of Property Owners of St.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