

The following is a text-only version of the Saddlehorn subdivision covenants, NOT a scan of the original on file with the Teton County Recorder. (The original is typewritten). It does not include the minor amendments made in the 90's. Otherwise, this is an uncorrected, text searchable, rendition of the original.

AMENDED  
MASTER DECLARATION OF RESTRICTIVE COVENANTS  
AND CONDITIONS FOR LE EMERAUDE SUBDIVISION,  
TETON COUNTY, IDAHO

THIS MASTER DECLARATION is made as of this 15th day of March, 1984, by Dale E. and Janet B. Sykes, of Idaho who are qualified and authorized to conduct business in Idaho, hereinafter referred to as "Grantor".

RECITALS

Grantor is the owner of certain real property in the County of Teton, State of Idaho, which shall hereinafter be referred to as "Le Emeraude" and is particularly described as follows:

All of the property within the boundaries of Le Emeraude Subdivision, Teton County, Idaho, as per the recorded plat thereof. #91677

Le Emeraude is an area of much natural beauty, including distinctive terrain features and pastoral areas; and it is the desire and intent of Grantor to create a planned development community, primarily for residential use, in which such natural beauty shall be substantially preserved and, for the enjoyment and convenience of the persons living in such community. The covenants, conditions and restrictions established by this Master Declaration are intended to secure such objectives.

DECLARATION

NOW, THEREFORE, Grantor hereby declares that Le Emeraude is and shall be held, conveyed, encumbered, leased and used subject to the following uniform covenants, conditions, restrictions and equitable servitudes in furtherance of a plan for the subdivision, improvement and sale of Le Emeraude, and to enhance the value, desirability and attractiveness of such property. The restrictions set forth herein shall run with the real property include within Le Emeraude; shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, its successors in interest, and may be enforced by Grantor, by any owner or his successors in interest, or by the Master Association. These restrictions shall not be construed so as to unreasonably interfere with or prevent normal construction

activities during the construction of improvements by any owner (including Grantor) upon property owned within Le Emeraude, provided that when completed such improvements will in all ways conform to these restrictions. Specifically, no such construction activities shall be deemed to constitute a nuisance or violation of these restrictions by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, position of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provisions prohibiting temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Architectural Committee, provided that such waiver shall be only for the reasonable periods of such construction. Such waiver may but need not, be recorded or in recordable form. Further, these restrictions shall not be construed as to prevent or limit Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any property in Le Emeraude owned by grantor or on property the owner of which consents to such use, or Grantor's right to post signs incidental to construction, sales or leasing.

## ARTICLE 1

### DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in these restrictions shall have the meanings hereinafter specified.

1. ARCHITECTURAL COMMITTEE shall mean the Committee created pursuant to Article VI hereof.
2. ARTICLES shall mean the Articles of Incorporation of the Master Association which shall be filed in the office of the Secretary of State of the State of Idaho, and as the same may be amended, modified or changed from time to time.
3. ASSESSMENTS shall mean assessments of the Master Association and includes both regular and special assessments.
4. ASSOCIATION PROPERTY shall mean all real and personal property now or hereafter owned by or leased by the Master Association.
5. BOARD shall mean the Board of Directors of the Master Association.

6. BY-LAWS shall mean the by-laws of the Master Association which have been or shall be adopted by the Board, as such by-laws may be amended from time to time.

7. COMPLETION shall mean December 31, 1987.

8. LOT shall mean a lot in Le Emeraude which is legally described parcel of real property or as designated as a lot on the recorded subdivision plat, whether or not improved, and may refer to a lot on the common area and a lot in the residential area.

9. MASTER ASSOCIATION (hereinafter sometimes "Association") shall mean the Le Emeraude Property Owner's Association, Inc., the non-profit Idaho corporation described in Article V hereof, its successors and assigns.

10. MEMBER shall mean any person who is a member of the Master Association pursuant to Section 5.02 hereof.

11. NOTICE AND HEARING shall mean thirty (30) days written notice and a public hearing before the Board of which the owner concerned shall have an opportunity to be heard in person or by counsel at owner's expense.

12. COMMON AREA, if any, shall mean any area that may be designated on any current plat as common area.

13. OWNER shall mean (a) the person or persons or other legal entity or entities, including Grantor, holding an aggregate fee simple interest in a lot, or, as the case may be (b) the purchaser of a lot under an executory contract of sale, but excluding those having such interest as security for the performance of an obligation.

14. LE EMERAUDE RESTRICTIONS shall mean this Master Declaration as it may be amended from time to time.

15. RESIDENTIAL LOT shall mean a lot located within the residential area which such residential area shall be that area in Le Emeraude Subdivision, Teton County, Idaho, particularly described as all of; the lots within Le Emeraude Subdivision.

## ARTICLE II GENERAL RESTRICTIONS

All real property within Le Emeraude shall be held, used and enjoyed subject to the following limitations and restrictions:

SECTION 2.01 Further Subdividing. Lots over two acres may be further subdivided one time only, into not more than two lots, provided that any subdividing meets all Teton County and District Seven Health requirements. Provided, however, that nothing herein shall prevent the transfer or sale of any lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property. Also, two contiguous lots, if owned by the same record owner, may be combined as one lot, or the center lot of three contiguous lots may be subdivided in order to enlarge the two remaining lots, for the purpose of applying the covenants and restrictions herein contained by such record owner or owners making such election in writing and duly recording the same in Teton County, Idaho, and from and after such election such combined lot or lots shall be treated as one lot for the purpose of applying the provisions hereof. No building shall be constructed or allowed to remain on any tract that comprises less than one full lot.

SECTION 2.02 Restriction of Signs. With the exception of a sign no larger than three square feet identifying the architect and a sign or similar dimension identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his home or lot for sale, no signs or advertising devices, including but without limitation, commercial, political, informational, or directional signs or devices, shall be erected or maintained on any of the property, except signs approved in writing by the Architectural Committee as to size, materials, color and location: (a) as necessary to identify ownership of the lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

SECTION 2.03 Animals. No animals of any kind shall be raised, bred or kept, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. One horse per acre is permitted, provided they are not kept for commercial purposes. Such animals must be properly fenced on owners property so as not to create a nuisance for his neighbors. All owners of animals shall exercise such proper care and control of their animal or animals to prevent them from becoming a nuisance. "Nuisance" means any noisy animal, any vicious animal or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures clothing or washing, garbage containers, gardens, flowerbeds, lawns, trees, shrubbery, or any other property within Le Emeraude. Excessive, continued or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy animal" means any animal which habitually, constantly or frequently disturbs the sleep, peace or quiet of any person.

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SECTION 2.04 Offensive Activity. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within Le Emeraude and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval for the Board. No open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior fireplace.

SECTION 2.05 Repair of Buildings. No improvement upon any property within Le Emeraude 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.

SECTION 2.06 Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any improvement within Le Emeraude, nor removal of any improvement in Le Emeraude (other than repairs or rebuilding pursuant to Section 2.05 hereof) without the prior approval of the Architectural Committee pursuant to Article VI hereof.

SECTION 2.07 Exemption of Grantor. Nothing herein shall limit the right of Grantor to complete excavation, grading and construction of improvements to any property within Le Emeraude owned by Grantor, or to alter the foregoing or to construct such additional improvements as Grantor deems advisable in the course of development of Le Emeraude so long as any lot in

Le Emeraude remain unsold, or to use any structure in Le Emeraude as a model home or real estate sale or leasing office. The rights of Grantor hereunder the elsewhere in these restrictions may be assigned by Grantor.

SECTION 2.08 Zoning Regulations. No lands within the subdivision shall ever be occupied or used by or for any building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time. Buildings shall be restricted to single family dwelling units and associated structures only.

SECTION 2.09 No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

SECTION 2.10 Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining property. Without limiting the generality of the foregoing, trailers, mobile homes, trucks other than pickups, boats, tractors, vehicles other than automobiles, campers not on a truck, snowmobile, snow removal equipment and garden or maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view; refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screen ed from view; service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.

SECTION 2.11 No Mining and Drilling. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, except that Grantor or the Master Association may, by appropriate permit, grant, license or easement, allow the drilling the wells for the extraction of water.

SECTION 2.12 Temporary Structures. No trailers, temporary buildings, tents, shacks or other buildings shall be permitted except on a temporary basis during construction of a permanent residence. If progress of construction is halted or slowed for

any length of time, all materials shall be stored neatly so as to present no hazards or unsightly appearance. All temporary buildings shall be removed promptly when construction of the residence has been completed.

SECTION 2.13 Fire Arms. No shooting shall be permitted in Le Emeraude or on any of the roads within the Le Emeraude Subdivision.

SECTION 2.14 Chimneys. All wood or coal burning chimneys will be equipped with appropriate spark screens.

SECTION 2.15 Trees. Native trees and timber shall not be removed from any lot or tract, except as may be deemed necessary by the Architectural Committee for the construction of authorized buildings and improvements and necessary site development.

SECTION 2.16 Weeds. It shall be the duty of every owner or other entity, including the Master Association, to control the spread of and to eradicate noxious weeds on land in Le Emeraude owned or controlled by it and to otherwise comply with any applicable ordinance, law, rule, or regulation pertaining to the removal and control of noxious weeds. Noxious weeds shall mean those plants which are injurious to public health, crops, livestock, land or other property.

SECTION 2.17 Service Yards. All clothes lines, equipment, service yards or storage piles on any lot in the property shall be kept screened by approved planting or fencing as to conceal them from the view of neighboring lots, streets, access roads, and areas surrounding the property.

SECTION 2.18 Rules and Regulations. No owner shall violate the rules and regulations for the use of the lots as adopted from time to time by the association. No such rules or regulations shall be established which violate the intention or provisions of this declaration or which shall unreasonably restrict the use of any lot by the owner thereof.

### ARTICLE III RESIDENTIAL LOTS

The following conditions shall apply to the residential lots:

SECTION 3.01 Buildings and Improvements. No residential lot shall be improved except by a dwelling or residence structure

(hereinafter “residence”) designed to accommodate no more than a single family and its servants and occasional guests, plus a garage, fencing and such other improvements as are necessary or customarily incident to a single family residence. No residence shall be used for any purpose other than single-family residential purposes. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any such residential areas, provided, however, that nothing in this Declaration shall prevent the rental of property within a residential area by the owner thereof for residential purposes, on either a short or long term basis.

SECTION 3.02 Size of Dwelling. No residence shall contain less than 1,000 square feet of enclosed living space, which shall mean the total enclosed area within a dwelling, excluding basements, garages, terraces, decks, open porches and like areas, not less than 700 feet thereof to be on the main ground level.

SECTION 3.03 Minimum Lot Areas and Maximum Height. No building shall be located on any lot nearer to the front roadway easement line than 30 feet therefrom, measured to the foundation of such buildings; not nearer than 30 feet to the rear lot line; not nearer than 30 feet to a side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building for the purpose of determining such distances, provided, however, that this shall not be construed to allow any portion of a building, including such eaves, steps or open porches, to encroach upon another lot. The Architectural Committee shall have the discretionary right to change or eliminate the minimum lot line setbacks, for the purpose of enhancing a view, preventing the removal of trees, and enhancing the placement of improvements on the property. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling not to exceed two stories in height, or twenty eight (28) feet maximum, measured from the natural grade on the highest side of the improvement to the highest point of the building not including chimneys or other minor projections.

SECTION 3.04 Parking. Sufficient driveways and parking areas shall be provided by the owner of each lot, to include sufficient drainage and culverts, 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.



SECTION 3.05 Storage Tanks and Utility Lines. All fuel tanks, water tanks, or similar storage facilities shall either be constructed as an integral part of the main structure of the residence or shall be installed or constructed underground. All utility services, including but not limited to, phone lines, power lines, and water and sewer lines shall be located below ground.

SECTION 3.06 Sewage Disposal. The owner of each Lot shall provide and maintain a septic tank or tanks sufficient to meet all sewage disposal needs of said Lot. All septic tanks shall be in compliance with state law at all times, and shall be installed only after approval by all governmental authorities having jurisdiction thereof. No individual sewage disposal system, other than a septic tank system shall be permitted on any Lot and outhouses, outbuildings and other similar sewage disposal systems are hereby specifically forbidden. Nothing contained herein shall obligate the Declarant, the Association or any other party to construct and maintain a central sewage disposal system within the subdivision for the benefit of any Lot.

SECTION 3.07 Water Wells. Subject to any applicable laws or regulations, and any required permits or approvals by any governmental authority having jurisdiction thereof, the Owner of each Lot may construct and maintain a water well or wells sufficient to meet the water needs of said Lot.

#### ARTICLE IV COMMON AREA

The following conditions shall apply to the common area, if any:

SECTION 4.01 Common area. The common area, if any, and any improvements or facilities located thereon shall be owned by the Master Association and shall be subject to the rules and regulations of the Master Association.

#### ARTICLE V LE EMERAUDE PROPERTY OWNERS' ASSOCIATION

SECTION 5.01 Organization.

A. Master Association. The Master Association is a nonprofit Idaho Corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Master Declaration. Neither the Articles nor By-Laws shall, for any reason; be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

SECTION 5.02 Membership.

A. Qualifications. Each Owner (including Grantor) of a Lot, by virtue of being such an owner and for so long as he is such an Owners, shall be deemed a member of the Master Association. The Association may allow parties that are not members of the Association to use the Association facilities or property under such terms and conditions as may be established by the Association.

B. Transfer of Membership. The Master Association membership of each Owner (including Grantor) shall be appurtenant to said Lot and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said Lot shall operate automatically to transfer said membership to the new owner thereof.

#### SECTION 5.03 Voting.

A. Number of Votes. Every member (including Grantor) shall be entitled to one vote for each lot owned.

B. Joint Owner Disputes. The vote for each such Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot.

C. Transfer of Voting Right. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign his right to vote for the term of a lease or Deed of Trust, and any sale, transfer or conveyance of such Lot to a new Owner or Owners shall operate automatically to transfer the appurtenant vote to the new Owner, subject to any assignment of the right to vote to a lessee or Beneficiary as provided herein.

#### SECTION 5.04 Duties of the Master Association

The Master Association shall have the obligation, subject to and in accordance with the Le Emeraude Restrictions, to perform each of the following duties for the benefit of the Owners of each Lot within Le Emeraude;

A. Association Property. To accept and exercise jurisdiction over all property, real and personal, conveyed free and clear of all liens and encumbrances to the Master Association by Grantor, and all improvements and facilities located therein.

B. Title to Property Upon Dissolution. To convey, upon dissolution of the Master Association, the assets of the Master Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Master Association was created, or to a nonprofit corporation association, trust or other organization organized and operated for such similar purposes.

C. Operation of Le Emeraude Common Area. To operate and maintain, or provide for the operation and maintenance of the common area and to keep all Improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair, including but not limited to all recreation facilities, utilities, waterworks and sewage facilities located therein.

D. Payment of Taxes. To pay all real property taxes and assessments levied upon any property conveyed, leased or otherwise transferred to the Master Association, to the extent not assessed to the Owners thereof. Such taxes and assessments may be contested or compromised by the Master Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

E. Insurance. To obtain and maintain in force the policies of insurance which may be reasonably necessary in connection with the duties and responsibilities of the Association.

F. Rule Making. To make, establish, promulgate, amend and repeal the Le Emeraude Rules as provided in Section 5.06 hereof.

G. Architectural Committee. To appoint and remove members of the Architectural Committee as provided in Article VI hereof, and to insure that at all reasonable times there is available a duly constituted and appointed Architectural Committee.

H. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Le Emeraude Restrictions, as may be reasonably necessary to enforce any of the provisions of the Le Emeraude Restrictions and the Architectural Committee Rules.

I. Other. To carry out the duties of the Master Association set forth in the Le Emeraude Restrictions, the Articles and the By-Laws.

SECTION 5.05 Powers and Authority of the Association.

The Master Association shall have all of the powers of an Idaho nonprofit corporation subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws or these Restrictions. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Master Association under and by virtue of these Restrictions, the Articles, and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Master Association. Without in any way limiting the generality of any of the foregoing provisions, the Master Association shall have the power and authority at any time:

A. Assessments. To levy assessments on the Owners of Lots within Le Emeraude, and to enforce payment of such assessments in accordance with the provisions of Article VII hereof.

B. Right of Entry and Enforcement. After twenty-four (24) hours written notice, to enter, without being liable to any Owner, upon any Lot for the purpose of enforcing by peaceful means these Le Emeraude Restrictions, or for the purpose of maintaining or repairing any such area if for any reason whatsoever the Owner thereof fails to maintain or repair any such area as required by said Restrictions. The Master Association shall be also have the power and authority from time to in its own name on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these Le Emeraude Restrictions and to enforce, by mandatory injunctions or otherwise, all of the provisions of said Restrictions.

C. Easements and Rights-Of-Way. To grant and convey to any person easements, rights-of-way, parcels or strips of land, in, on, over or under any Association Property for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder, (1) roads, streets, walks, driveways, parkways, and park areas, (2) overhead or underground lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting,

heating, power, telephone and owner purposes, (3) sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and (4) any similar public or quasi-public improvements or facilities.

D. Repair and Maintenance of Association Property and Subdivision Roads. To paint, maintain, provide snow removal service for, and repair the Association Property and all Improvements thereto and to provide for snow removal service for public roads in the Le Emeraude subdivision and provide for reasonable maintenance and repair of public roads, water works, and other utilities in the Le Emeraude Subdivision. All lots shall be assessed on a pro rata basis per lot for these services.

E. Construction on Association Property. The Association may , with the approval of the Architectural Committee, construct new Improvements or additions to the Association Properties or demolish existing Improvements; provided that in the case of any Improvements, addition or demolition (other than maintenance or repairs to existing Improvements) involving a total expenditure in excess of One Thousand Dollars (\$1,000.00), the vote of a majority of the members voting in person or by proxy at a regular or special meeting called for that purpose approving plans and a maximum total cost therefor shall first be obtained. The Association shall levy a special assessment on all Owners for the cost of such work.

SECTION 5.06 Rules. The Board may adopt such rules as it deems proper for the use and occupancy of the Association Property.

SECTION 5.07 Taxes. Each Owner shall execute such instruments and take such action as may reasonably be specified by the Association to obtain separate real estate tax assessment of each Lot. If any taxes or assessments may, in the opinion of the Association, nevertheless be a lien on more than one (1) Lot not under common ownership, or any part thereof, they may be paid by the Master Association, and each Owner shall be obligated to pay, or to reimburse the Master Association for, as the case may be, the taxes and assessments assessed by the County Assessor or other taxing authority against his own Lot and interest, if any, in the Association Properties.

## ARTICLE VI ARCHITECTURAL COMMITTEE

SECTION 6.01 Members of Committee. The Architectural Committee shall consist of three (3) members. The Committee

shall consist of two (2) members selected by the Grantor, with the one (1) remaining membership being selected by the Association. At such time as ninety percent (90%) of the lots are sold, or five years following the date hereof, whichever comes first, one (1) of the declarant's memberships shall pass to the Association. Said Architectural Committee shall have the powers, duties and responsibilities set out in this instrument.

SECTION 6.02 Review of Proposal Construction.

A. Any Owner proposing to construct or reconstruct, or to refinish or alter any part of the exterior of, any improvement on or within his Lot area shall apply to the Architectural Committee for approval as follows:

(1) The Owner shall submit to the Architectural Committee for approval such plans and specifications for the proposed work as the Architectural Committee may from time to time request, including, when deemed appropriate by the Architectural Committee, but without limitation, the following:

- (aa) A plot plan of the Lot showing (i) contour lines, (ii) the location of all existing and/or proposed improvements, (iii) the proposed drainage plan, (iv) the proposed location for sanitary disposal and water main, and (v) the location of all proposed utility installations;
- (bb) Floor plans;
- (cc) Drawings showing all elevations;
- (dd) Description of exterior materials and color, with samples;
- (ee) Working drawings and construction specifications; and
- (ff) The Owner's proposed construction schedule.

(2) The Architectural Committee shall require that the submission of plans and specifications be

accompanied by a reasonable plans inspection fee in an amount not to exceed One Hundred Dollars (\$100.00).

(3) If at any time following an Owner's notification to the Architectural Committee pursuant to Clause (A) above of his proposed work, the Architectural Committee shall determine that it would be in the best interest of Le Emeraude for such Owner of employ an architect or designer to design any improvement involved in the proposed work, the Architectural Committee shall inform such Owner in writing of its determination, whereupon all plans and specifications submitted to the committee must be prepared by an architect or designer.

B. Subject to the provisions of Paragraph (C) below, the Architectural Committee shall approve the plans, drawings and specifications submitted to it pursuant to Paragraph (A) only if the following conditions shall have been satisfied:

(1) The Owner and the Owner's architect or designer, if any, shall have strictly complied with the provisions of paragraph (A) above; and

(2) The Architectural Committee finds that the plans and specifications conform to the Le Emeraude Restrictions, and to the Architectural Committee Rules in effect of the time such plans were submitted to the Architectural Committee;

(3) All such approvals shall be in writing and may be conditioned upon the submission by the Owner or the Owner's architect or designer, if any, of such additional plans and specifications as the Architectural Committee shall deem appropriate for the purpose of insuring that the construction of the proposed improvement shall be in accordance with the approved plans; provided, however; that plans, drawing and specifications which have been neither, approved nor rejected within forty-five (45) days from the date of submissions thereof to the Architectural Committee shall be deemed approved. One set of plans as finally approved shall be retained and maintained by the Architectural Committee as a permanent record.

C. Notwithstanding the provisions of Paragraph (B) above, if within the forty-five (45) day period referred to in said Paragraph (B) the members of the Architectural Committee, in their sole discretion, unanimously find that the proposed work would, for any reason whatsoever (including the

design, height or location of any proposed improvement and the probable effect thereof on other Owners in the use and enjoyment of their property) be incompatible with Le Emeraude, then the Architectural Committee shall not approve the plans, drawing and specifications submitted to it pursuant to Paragraph (A) above and shall so notify the Owner concerned in writing setting forth the reasons for such disapproval.

D. Upon receipt of the approval from the Architectural Committee pursuant to Paragraph (B) above, the Owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all constructions; reconstruction, refinishing, alterations and excavations pursuant to the approved plans.

E. With reference to Paragraph (D) above, Owner shall satisfy all conditions and commence the construction, reconstruction, refinishing, alterations or other work pursuant to the approval. If the Owner shall fail to comply with this Paragraph, any approval given pursuant to Paragraph (B) above shall be deemed revoked unless upon the written request of the Owner made to the Architectural Committee prior to the expiration of said one (1) year period and upon a finding by the Architectural Committee that there has been no change in circumstances, the time for such commencement is extended in writing by the Architectural Committee.

F. With further reference to Paragraph (D) above, the Owner shall in any event complete the constructions, reconstruction, refinishing or alteration of the foundation and all exterior surfaces (including the roof, exterior walls, windows and doors) •of any improvement on his Lot within one (1) year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies or natural calamities. If Owner fails to comply with this Paragraph, the Architectural Committee shall notify the Association of such failure, and the Association, at its option, may either complete the exterior in accordance with the approved plans or remove the improvement, and the Owner shall reimburse the Association for all expenses incurred in connection therewith.

G. Upon the completion of any construction or reconstruction of, or the alteration or refinishing of the exterior of, any improvement, or upon the completion of any other work for which approved plans are required under this



Section, the Owner shall give notice thereof to the Architectural Committee, and within sixty (60) days thereafter the Architectural Committee, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished in substantial compliance with approved plans. If the Architectural Committee finds that such construction, reconstruction, alteration, or refinishing was not done in substantial compliance with approved plans, it shall notify the Owner of such non-compliance within a sixty (60) day period and shall require the Owner to remedy such noncompliance. If upon the expiration of sixty (60) days from the date of such notification the Owner shall have failed to remedy such non-compliance, the Architectural Committee shall notify the Association of such failure, and the Association, at its option, shall either remove the improvement or remedy the non-compliance, and the Owner shall reimburse the Association for all expenses incurred in connection therewith. If for any reason the Architectural Committee fails to notify the Owner of any such non-compliance within sixty (60) days after receipt of said notice of completion thereof from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

SECTION 6.03 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 6.07. In the absence of such designation, the vote of any two (2) members of the Committee, or the written consent of any two (2) members of the Committee taken without a matting, shall constitute an act of the Committee.

SECTION 6.04 No Waiver of Future Approvals. The approval of the Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whether subsequently or additionally submitted for approval or consent.

SECTION 6.05 Compensation of Members. The members of the Committee shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their

duties hereunder. Such compensation shall be determined by the Board and shall not exceed \$35.00 per hour. Said maximum compensation may be increased by the vote of a majority of the votes cast by owners voting at any general or special meeting of the Master Association called for that purpose.

SECTION 6.06 Non-Liability of Committee Members. Neither the Committee nor any member thereof shall be liable to the Association, or to any owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and Le Emeraude generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any or design from the standpoint of structural safety or conformance with building or other codes.

SECTION 6.07 Variances. The Committee 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 consideration may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Committee, and shall become effective upon recordation in the Office of the County Recorder of Teton County. If such variances 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 a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance.

ARTICLE VII  
FUNDS AND ASSESSMENTS

SECTION 7.01 Le Emeraude Maintenance Fund. The Board shall establish a fund (the “Le Emeraude Maintenance Fund”) into which shall be deposited all moneys paid to the Master Association and from which disbursements shall be made in performing the functions of the Master Association under these Le Emeraude restrictions. Funds of the Master Association must be used solely for purposes related to those areas and improvements owned by the Master Association or subject by this Declaration to maintenance and assessment or for purposes authorized by this Declaration as it may from time to time be amended.

SECTION 7.02 Yearly Estimates of Assessments. At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year’s fund). A sum sufficient to pay such estimated net charges will be assessed to the owner of each lot in Le Emeraude in a fair and reasonable amount set by the Board so as to reasonably allocate the costs among the owners. If said sum estimated proves inadequate for any reason, including non-payment of any owner’s assessment, the Association may, at any time, levy a further assessment which shall be assessed upon the owner of each lot.

SECTION 7.03 Payment of Assessments. All assessments shall be due and payable to the Master Association by the assessed owners (including Grantor) during the fiscal year in equal monthly installments, on or before the first day of each monthly, or in such other manner as the Board may designate in its sole and absolute discretion.

SECTION 7.04. Late Charges. If any assessment, whether regular or special, assessed to any owner is not paid within thirty (30) days after it is due, the owner may be required by the Board to pay a late charge of eight percent (8%) of the amount of the assessment or such other amount as the Board may designate from time to time, as set forth in the Le Emeraude rules.

SECTION 7.05 Unpaid Assessments as Liens. The amount of any assessment, whether regular or special, assessed to any owner and any late payment charge attributable thereto, plus interest

on such assessment and charge at a rate of thirteen percent (13%) per annum simple interest (or such other rate as the Board may designate from time to time or as set forth in the Le Emeraude rules), and costs, including reasonable attorneys' fees, shall become a lien upon such lot upon recordation of a notice of assessment stating the amount of the claim of delinquency, the interest and costs which have accrued thereon, the legal description and street address of the lot against which it has been assessed, and the name of the record owner thereof. Such notice shall be signed and acknowledged by an officer of the Association. Upon recordation it shall create a lien upon the lot described in the amount set forth. Such assessment lien shall be prior to any declaration of homestead recorded after the recording of this Master Declaration. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded. Such lien may be foreclosed in the same manner as is provided in the laws of the State of Idaho for the foreclosure of liens and real property as otherwise provided by law. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the liens upon any lot created hereunder shall be conclusive upon the Association and the owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00). Liens established pursuant hereto shall be junior to any liens established by any Sub-Association.

SECTION 7.06 Mortgage Protection. Notwithstanding all other provisions hereof, no lien created under this Article VII nor any breach of the Le Emeraude restrictions, nor the enforcement of any provisions hereof or of any Supplemental Declaration hereto shall defeat or render invalid the rights of the Beneficiary under any recorded Deed of Trust upon a lot made in good faith and for value, provided that after the foreclosure of any such Deed of Trust or conveyance of any lot to such Beneficiary by deed In lieu of foreclosure, such lot shall remain subject to these Le Emeraude restrictions and the amount of all regular assessments and all special assessments to the extent they relate to expenses incurred subsequent to such foreclosure shall be assessed hereunder to the purchaser at such foreclosure sale.

SECTION 7.07 Notice of Recording Mortgages. No amendment to this Article VII of this Master Declaration shall affect the rights of any Beneficiary who does not join in the execution

thereof; provided that his mortgage is recorded prior to the recordation of such amendment.

## ARTICLE VIII MISCELLANEOUS

SECTION 8.01 Term. The covenants, conditions and restrictions of this Master Declaration shall run until December 31, 2020, unless amended as herein provided. After December 31, 2020, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least three- fourths (3/4) of the owners in Le Emeraude, and such written instrument is recorded with the Teton County Recorder.

### SECTION 8.02 Amendment.

A. By Grantor. Until completion, the provisions of this Declaration other than this Article, may be amended only by Grantor; provided, however, that no such amendment shall be effective without Notice and Hearing, and, if seventy- five percent (75%) of the owners (other than Grantor), by written notice delivered to the Board, object to any such proposed amendments within fifteen (15) days after such hearing, such amendment shall not be effective. Any amendments hereunder shall be effective only upon recordation with Teton County Recorder of:

(1) An instrument in writing signed and acknowledged by Grantor setting forth the amendment; and

(2) An instrument in writing signed and acknowledged by the president and secretary of the Association certifying that, within fifteen (15) days after the required hearing, the Board has not received written objections to such amendment by seventy-five percent (75%) of the owners.

B. By Owners. After completion, the provisions of this Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least fifty-one percent (51%) of the owners in Le Emeraude, and such an amendment shall be effective upon its recordation with the Teton County Recorder.

C. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the Beneficiary under any recorded Deed of Trust upon a lot made in good faith and for value, provided that after the foreclosure of any such Deed of Trust such lot shall remain subject to this Declaration, as amended.

SECTION 8.03 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

SECTION 8.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of Le Emeraude. This Declaration shall be construed and governed under the laws of the State of Idaho.

SECTION 8.05 Enforcement and Non-Waiver.

A. Right of Enforcement. Except as otherwise provided herein, any owner of any lot within Le Emeraude shall have the right to enforce any or all of the provisions of the Le Emeraude restrictions upon any property within Le Emeraude and the owners thereof.

B. Violations and Nuisance. Every act or omission whereby any provision of the Le Emeraude restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Grantor or the Master Association or any owner or owners of lots within Le Emeraude.

However, any other provision to the contrary notwithstanding, only Grantor, the Master Association, the Board or the duly authorized agents of any of them, may enforce by self-help any of the provisions of the Le Emeraude restrictions, and only if such self—help is preceded by reasonable notice to the owner.

C. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Le Emeraude, is hereby declared to be a violation of the Le Emeraude restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

D. Remedies Cumulative. Each remedy provided by the Le Emeraude restrictions is cumulative and not exclusive.

E. Non-Waiver. The failure to enforce any of the provisions of the Le Emeraude restrictions at any time shall not, constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said restrictions.

#### SECTION 8.06 Construction.

A. Restrictions Construed Together. All of the provisions of the Le Emeraude restrictions shall be liberally construed together to promote and effectuate the fundamental concepts of Le Emeraude as set forth in the preamble of this Master Declaration.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph A, each of the provisions of the Le Emeraude restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not effect the validity or enforceability of any other provision.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

D. Captions. All captions and titles used in this Master Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

IN WITNESS WHEREOF, Grantor has executed this Master Declaration the day and year first above written.

“Grantor”  
Dale E. and Janet B. Sykes  
  
By Dale E. and Janet B. Sykes

(SEAL)

STATE OF IDAHO            )  
                                      )       SS.  
COUNTY OF TETON        )

On this 15th day of March, 1984, before me, the undersigned, a Notary Public to and for said state, personally appeared Dale E. and Janet B. Sykes, known or identified to me to be qualified and authorized persons conducting business in Idaho, that executed the foregoing Master Declaration.

94904

Filed for Record of the Request of Gary Peterson at 40 minutes past 4 pm this 4th day of June 1984 and Microfilmed or recorded in Book \_\_\_\_, of \_\_\_\_ page \_\_\_\_ Records of Teton county, State of Idaho.

94514

Filed for Record at the Request of Dale Sykes at 15 minutes past 3 p.m. this 15th day of March 1984 and Microfilmed or recorded in Book \_\_\_\_, of \_\_\_\_ page \_\_\_\_ Records of Teton county, State of Idaho.