



Maps & Documents

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**AMENDED DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
WEST RIDGE RANCH SUBDIVISION**

This is an Amended Declaration of Covenants, Conditions, and Restrictions regulating and controlling the use and development of real property, made effective this 1st day of October, 2022, by West Ridge Ranch Homeowners Association, Inc.

1. **Purpose.** Declarant is the owner of that certain real property located in Teton County, Idaho, which property is more particularly described in Exhibit A attached hereto and made part hereof, and which is hereinafter referred to as the property. The Declarant is adopting the following covenants, conditions, and restrictions to preserve and maintain the natural character and value of the property for the benefit of all owners of the property or any part thereof.
2. **Declaration.** Declarant hereby declares that the property described in Exhibit A attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants, conditions, and restrictions, which are sometimes referred to hereafter as "the covenants". The covenants shall run with the property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest in or title to the property, and shall insure to the benefit of every owner of any part of the property.
3. **Definitions.** The following terms and phrases used in these covenants shall be defined as follows:
 - A. **Bylaws.** Bylaws shall mean the Amended Bylaws of West Ridge Ranch Homeowners Association, Inc. attached hereto as Exhibit B.
 - B. **Common Area.** Common Area shall include the common road, shared access, entry, entry landscaping area, ponds and any landscaped green belt area.
 - C. **Common Services.** Common services shall mean the roadway maintenance, including weed control and snow removal services, utility line maintenance or repair services for the Common Road and Shared Access Road and the utility lines located in the right of ways of such roads. Utility lines shall include electric and telephone lines. Additional common services shall include the provision of a community water supply to each Authorized Water Lot.
 - D. **Homeowners Association.** Homeowners Association shall mean the group comprised of all the lot owners currently existing as West Ridge Ranch Homeowners Association, Inc.

- E. **Board.** Board shall mean the elected three-member Board set forth in the Bylaws of the Homeowners Association, and shall be responsible for the administration and enforcement of these covenants, conditions, and restrictions.
 - F. **Design Committee.** Design Committee shall mean and refer to the elected Board of the West Ridge Ranch Homeowners' Association who shall either act as or form a Design Committee from its members. The Design Committee shall act as the entity to consider and act upon such proposals for plans submitted to it for construction and development within the West Ridge Ranch Subdivision.
 - G. **Development.** Development shall mean any alterations of the natural land surface, and all building, structures, or other site improvements placed on the land to accommodate the use of a lot.
 - H. **Lot.** Lot shall mean and refer to any plot of land shown on the Plat of West Ridge Ranch recorded with Teton County, Idaho.
 - I. **Owner.** Owner shall mean the recorded owner of a lot, including a contract purchaser, but excluding anyone having an interest in a lot as security for the performance of an obligation.
 - J. **Principal Residence.** Principal residence shall mean the single family residential structure, constructed on any lot of the property, which is the principle use of such lot, and to which other authorized structures on such lot are necessary.
 - K. **Structure.** Structure shall mean anything built or placed on the ground.
 - L. **Authorized Water Lot.** Authorized Water Lot shall mean those lots currently connected to the community water system and any additional lots which have or will receive written permission from the Board to attach to the community water system as determined by the Board through a random selection process determined by the Board. Authorized Water Lots must connect to the community water system and may not drill or connect to a private well.
4. **Homeowners Association Membership.** Every homeowner of a lot in West Ridge Ranch Subdivision shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. Every lot is subject to assessment. The Homeowners Association is in existence as West Ridge Ranch Homeowners Association, Inc.
5. **Board.** The elected Board will, in a timely manner, determine the amount of dues to be assessed to individual lot owners for water, maintenance, and upkeep of the common areas and common services in the subdivision. Furthermore, the Board will review the dues structure from time to time to insure sufficient funds for the

ongoing maintenance of common areas in the subdivision. The Board of the West Ridge Ranch Homeowners Associations shall consist of three (3) lot owners within the subdivision, elected by the largest percentage of votes each. If three lot owners are not willing to serve as Board members, a lower number of Board members is allowed. Voting shall be restricted to owners of lots in the subdivision, and each lot owner shall have the right to cast up to three votes for separate individuals running to be Board members. A Board member shall serve for a period of three (3) years. The remaining Board shall fill vacancies on the Board caused by death, resignation, or inability to serve, for the duration of the term. In addition, a Board member shall serve no more than two (2) consecutive terms.

6. **Authority and Duties.** The Board shall be responsible for the enforcement and administration of the requirements of these covenants and shall contract for and supervise common services, enforce the development and use regulations, and take all other actions necessary to administer and enforce these covenants. Neither the Board nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that such Board or member thereof has acted in good faith.
7. **Voting Rights.** The Association shall have one class of voting membership. Members shall be all lot owners and shall be entitled to one vote for each lot owned. An individual owning more than one lot shall be entitled to one vote for each lot owned in the subdivision. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.
8. **Meetings.** The Board shall call and conduct an annual meeting of lot owners, and shall meet from time to time as necessary to administer and enforce these covenants. Written notice of any meeting shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. The presence of members or the proxies entitled to cast sixty percent of all votes shall constitute a quorum. A quorum must be present to continue any meeting. The Board shall adopt such rules for the conduct of its business as are appropriate.
9. **Building Permits.** No building or other improvement, shall be constructed, erected or maintained on any lot or tract nor shall any addition thereto, or alteration therein, be made until the ideas, plans, specifications and such other information relating to such improvements as the Design Committee may require, shall have been submitted to and approved in writing by the Design Committee. In passing upon such plans and specification, the Design Committee shall consider the suitability of the improvements, the materials of which it is being constructed, the colors to be used and the site upon which it is being constructed, the nature of the adjacent and neighboring improvements, the quality or the material to be used in any proposed improvements and the effect of any proposed improvement. The main objectives of the Design Committee are:

- 1: To make certain that no improvement is so similar, or dissimilar to others in the neighborhood, that monetary and/or aesthetic values will be impaired.
- 2: To evaluate the proposed building site and architectural elevations in a professional effort to minimize any and all impacts upon neighboring lots and their view corridors. A landscaping plan must be submitted for review and approval concurrent with all other plan submission requirements.

10. **Development and Land Use Restrictions.** All development and use shall conform to the following requirements:

- A. **Provisions in addition to county land use regulations.** No further subdivision of any lot will be permitted. Conformity with any and all applicable land use regulations of Teton County shall be required, in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.
- B. **Authorized Use.** All lots and tracts are hereby restricted in use for residential purposes only, and neither the premises, nor any improvements thereon, shall be used for any commercial, industrial, public or illegal purposes. Home offices shall be allowed. No parking shall be allowed at any time on the common roads within the development due to fire protection and snow removal, except on a temporary basis for special events.
- C. **Authorized Structures.** No buildings or structure shall be constructed, placed, or maintained on any lot except one (1) primary residence, garage facilities, one (1) guest house, and associated out buildings, such as a tool or storage shed, not to exceed a total of three (3) buildings or structures on any one lot. All structures are to be similar in design and materials.
- D. **Construction.** Only new construction shall be permitted. All buildings shall be “western” in character, design and architecture, and shall have interesting architectural features, which shall be subject to the approval of the Design Committee. There shall be no square or rectangular shaped structures. Residential structures shall have a minimum of six outside corners, exclusive of attached garages. All improvements shall be of new on-site construction, subject to prior approval of the Design Committee. Design Committee approval is required for all exterior siding and roofing materials. The roofs of the primary residential structure shall have a minimum pitch of six (6) feet in twelve (12) feet and shall have a minimum overhang of sixteen (16) inches. Roofs shall be constructed of natural woods, tile or asphalt or composition shingles or such materials only as may be approved by the Design Committee. Exteriors shall be of natural woods and/or stone with a transparent or semi-transparent all-weather protective treatment, or painted in a style and with paint colors approved by the Design Committee. Samples of all materials to be used in

the exterior treatment of any structures shall be submitted to the Design Committee for review and approval prior to any commencement of construction. All construction on the primary residence shall be completed within one year from the commencement date of construction unless the Design Committee approves an extension for good cause. All construction and alteration shall comply with provisions of the following standard codes or their official amendments:

Uniform Building Code, current edition, National Plumbing Code, current edition, National Electrical Code, current edition, and with such State of Idaho building, health, and safety codes as may be applicable to the subdivision.

- E. Height Limitations, Setbacks, Floor Area Requirements.** No building shall be greater than thirty (30) feet in height. Building height shall be measured from existing grade to the highest point of the roof structure, but shall not include chimneys or vents. Building setback requirements shall be the same as those required by Teton County.

A minimum setback of thirty (30) feet from the front and lot boundary is required. Before any construction begins on a residential lot, a site plan is mandatory and is to be submitted to the Design Committee for review and approval in order to best preserve scenic vistas and to insure the optimum unobstructed Teton view for all homes in the subdivision. The Declarant will establish a building envelope that will be established on the final plat by a "+" symbol. These envelopes will be documented on an amended plat of record in Teton County. Such amendment may be recorded subsequent to the initial final plat, as time or weather conditions may prohibit survey of the premises until after final plat recordation. The Board will respond to site plan submissions within fifteen (15) calendar days. The principal residence on a residential lot shall have a minimum floor area of sixteen hundred (1600) square feet, exclusive of garage and basement, or, for a 2-story structure, a twelve hundred (1200) square ft. footprint exclusive of garage is required. An attached or detached garage, which can accommodate at minimum two (2) cars, must be constructed at the same time as the principle residence. An authorized guesthouse shall have a minimum floor area of six hundred (600) square feet and shall not exceed twelve hundred (1200) square feet, nor shall a secondary structure be built prior to the principal residence. No roof top antennas are allowed. Any other type of visible reception system or antenna shall be appropriately screened and submitted to the Board for approval prior to construction or erection thereof.

- F. Utilities.** Electrical, telephone, and water lines have been installed underground along the roadway. Connections from the lots within the property to the underground utility lines shall be completed at the lot owners expense and shall be underground. All lighting shall be of a low

enough wattage, and directed downward so as to preserve the night sky and as not to excessively impact other lot owners in the Subdivision.

- G. Prohibited Structures.** Temporary structures such as yurts, shacks or other similar buildings shall not be permitted on any lot. No boat, travel trailer, recreational vehicle, motor home, camper, tent or temporary structure shall be used for residence or habitation in the subdivision except on temporary basis for no more than a period of two (2) consecutive weeks. Any aforementioned conveniences on any lot shall be appropriately screened or garaged. In addition, semi-trucks and/or semi-trailers shall not be parked or stored on any lot in the subdivision at any time, other than for pick up or deliveries. No fencing shall be allowed on any lot or common area as recommended by the Idaho Department of Fish and Game.
- H. Maintenance.** Each lot and all improvements thereon shall be maintained in clean, safe and orderly condition. Boats, motors, when off the truck, snow removal equipment, and garden or except when in actual use within an enclosed or appropriately screened structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure, with the exception of the times necessary to set trash out for removal. Service areas, storage piles, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub, or tree clippings or plant waste, metals, bulk materials, or scraps or refuse or trash shall be kept stored or allowed to accumulate on any lot. At all times, noxious weeds must be kept under control in accordance with the laws and regulations of Teton County, Idaho. Failure of any lot owner to control weeds on his lot, to properly contain garbage or to reasonably maintain his lawn, shall result in the Board correcting the situation and assessing the lot owner for the expense incurred by the Board. Private well, septic tank and drain field maintenance and repair is required in accordance with current and future Eastern Idaho Public Health and DEQ recommendations at each lot/well owner(s) sole cost and expense. The HOA may require regular reporting of such maintenance and may require repairs if reasonably necessary.
- I. Noxious or offensive activities.** No noxious or offensive activity shall be permitted on any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause disturbance or annoyance to owners in the enjoyment of their lots, or in their use of the shared use areas. No light shall be emitted from any lot that is unreasonably bright or causes unreasonable glare for any adjacent lot owner. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the lot lines of any lot.

- J. Fencing.** No fencing shall be allowed on any lot or any common area in West Ridge Ranch as to not impede the movement of any Wildlife through the subdivision as recommended by the Idaho Department of Fish and Game.
- K. Water System.** Each structure designed for occupancy or used by human beings located on an Authorized Water Lot, shall be connected to a COMMUNITY water system (the "CWS"). All other lot owners, if allowed by government authority(ies), may drill and connect a private or shared well normally located in the front 1/2 of any lot (street side) which must be in a location approved by the Design Committee at said lot owner(s) sole cost and expense. Connection to the CWS shall be subject to the approval of the Design Committee allowing for a maximum 3/4" diameter line with a meter approved and acceptable to the Design Committee. Each Authorized Water Lot owner is responsible for the cost to install a required meter and lines to hook up to the CWS. The Association shall assess each Authorized Water Lot owner a fee not to exceed \$2,000.00 per lot for hookup and said fees, along with any regular or special assessments to maintain or improve the CWS, which shall accrue in an account specifically allocated to pay for the cost to operate, maintain, or improve the CWS, and may be used for all related purposes, including but not limited to drilling additional wells, distribution lines, hydrants, common irrigation systems, periodic purity testing, management or replacement of the CWS. Lots that are not authorized to connect to the CWS shall not be assessed for CWS maintenance or improvements. The Association hereby reserves the right to monitor water consumption and assess monthly water user fees to each water user connected to the CWS.
- L. Waste Disposal.** Each structure designed for occupancy or used by human beings, shall be connected to a private, individual waste disposal system at the owners expense. Such waste disposal system shall conform to the standards applicable for the area, including without being limited to, the Idaho State Public Health Department and shall normally be located in rear 1/2 of any lot but must be in a location approved by the Design Committee.
- No outdoor toilets shall be permitted, except during construction, and it must be of a storage type and be serviced on a need basis.
- M. Excavation and Mining.** No excavation for stone, sand, gravel, or earth shall be made on any lot, except for such excavation as may be improvement thereon.
- N. Livestock and Pets.** No livestock or pets shall be kept or maintained on any lot except as provided herein. No domestic animal or fowl shall be maintained on any lot, other than not more than three (3) generally recognized house or yard pets, provided, however, that such animals shall

at all times be contained or leashed within the lot. No farm animals (llamas, sheep, goats, horses, cows, pigs, etc.), shall be permitted on any lot. Any pets permitted to be kept on a lot shall be controlled at all times so that they do not cause a nuisance to neighboring lot owners and so that the presence or activity of any such pets does not harass or endanger wildlife. If any dog or dogs harass livestock, wildlife or people, the Board shall have the authority to have such animal or animals impounded, and the owners shall be responsible for any costs of impoundment. No owner of any animal or animals impounded for chasing or harassing livestock, wildlife or people shall have the right to legal action against the Board or any member thereof.

- O. Wildlife Protection.** No activity shall be allowed on any lot that disturbs or harasses wildlife. No hunting shall be allowed on any lot. Feeding of any Elk or Deer* shall be strictly prohibited and lot owners acknowledge they cannot hold Idaho Department of Fish and Wildlife responsible for any wildlife damage to their property. (* reference IDAPA 02.04.25.001)
- P. Agricultural Rights.** All potential lot owners are put on notice that any existing agricultural operations within the neighboring areas are protected by Idaho's Right to Farm Act. Noise, odors and movements of farm machinery are recognized by lot owners as inherent activities accompanying farming and ranching operations according to the Right to Farm Act – Idaho Code Chapter 45, Sections 22-4502; 22-4503 and 22-45-04.
- Q. Recreational Vehicles.** Snowmobiles, motorcycles, ATVs and any other recreational vehicles are in no way to be used in such a manner as to infringe on the rights of others within the development. All recreational vehicles must be stored inside a garage or utility shed.
- R. Irrigation Lines and Water Rights.** The West Ridge Ranch Homeowners' Association will own and administer all water rights, if any, that belong to West Ridge Ranch Subdivision or to any Authorized Water Lot.
- S. Easements.** Easements are hereby, reserved for the purpose of installing and maintaining utility facilities, and for such other purposes incidental to the development of the property. These include access to water supply pipes, and other easements as shown on the plat of the property.
- T. Restrictions.** No lots may be sold (or warranty deeds transferred) prior to the recording of the final plat of West Ridge Ranch P.U.D., in the office of the recorder of Teton County, Idaho. Furthermore, no certificate of occupancy shall be given until all infrastructure improvements have been completed.

11. **Violations, Enforcements, Liens, Costs.** The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Board or any owner of a lot within the property, or its successor in the interest as owner of the real property. Every owner of a lot within the Subdivision hereby consents to the entry of an injunction against him or her tenants or guests, to terminate and restrain any violation of these covenants.

Any lot owner who uses or allows his or her lot to be used or developed in violation of these covenants further agrees to pay all costs incurred by the board or other lot owners in enforcing these covenants, including reasonable attorney's fees. The Board shall have a lien against each lot and the improvements thereon to secure the payment of any billing for common services, special assessments, or penalty due to the Board from the owner of such property, which is not paid within the time provided by these covenants.

12. **Amendment.** These covenants may be amended by the written consent of 75% of lot owners within the property.
13. **Acceptance of Covenants.** Every owner or purchaser of a lot within the Subdivision shall be bound by and subject to all of the provisions of this amended Declaration, and every lot owner or purchaser through his or her purchase or Ownership expressly accepts and consents to the operation and enforcement of all the provisions of this declaration.
14. **Review and Revisions.** These covenants, conditions, and restrictions for West Ridge Ranch Subdivision are subject to review and revision prior to final approval by the Teton County Planning Board, and the Teton County Commission.

I hereby certify that the above Amended Declaration of Covenants, Conditions and Restrictions have been approved in writing by at least 75% of lot owners within the West Ridge Ranch subdivision.

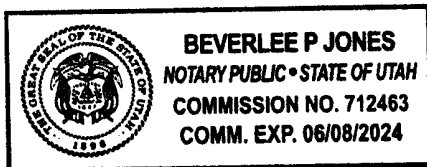
WEST RIDGE RANCH HOMEOWNERS ASSOCIATION, INC.

Vernon Calder, President
Vernon Calder, President

STATE OF Utah)
) ss.
County of Morgan)

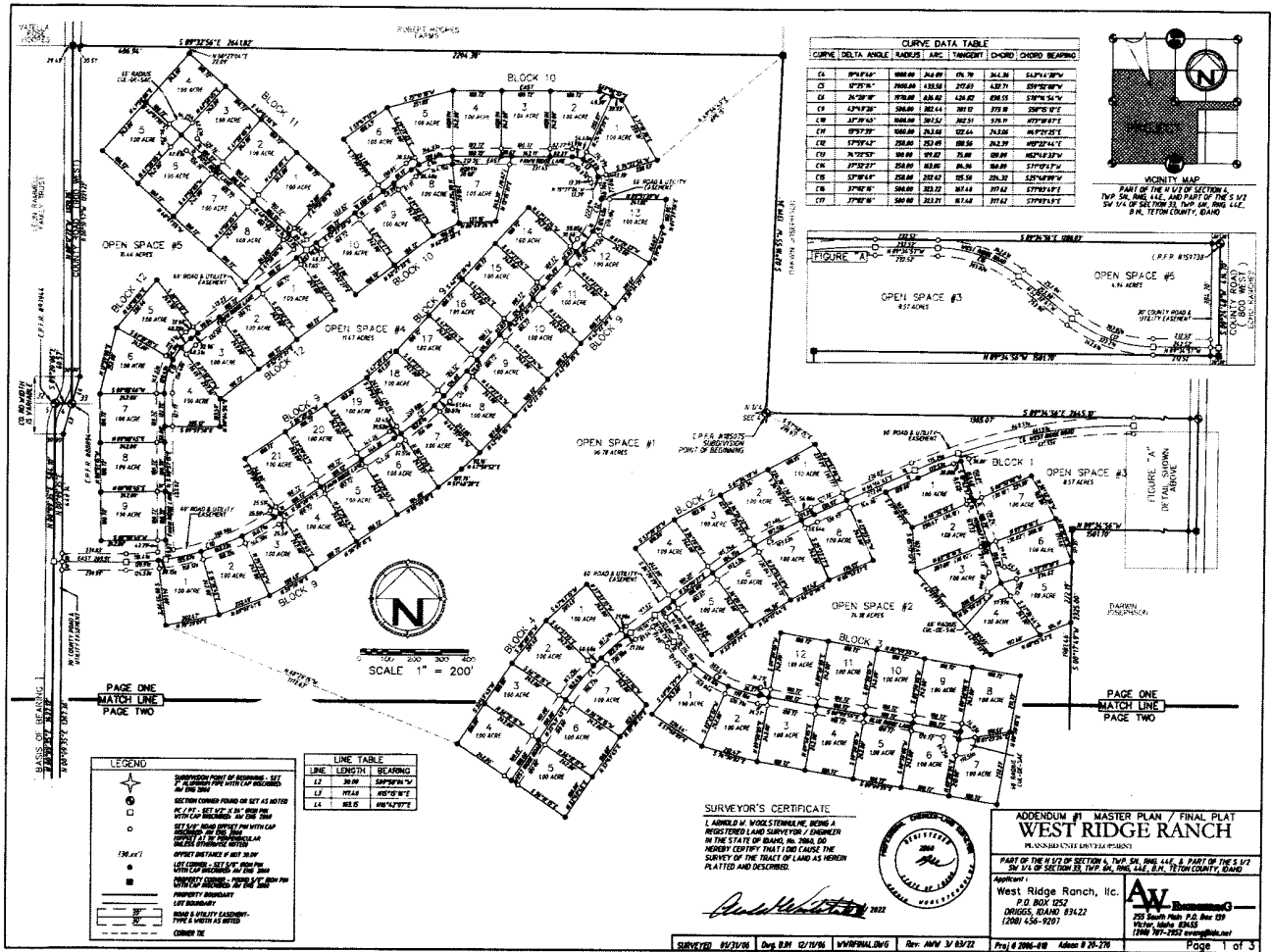
On this 15 day of November 2022, before me Vernon Calder, personally appeared **VERNON CALDER** known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of **WEST RIDGE RANCH HOMEOWNERS ASSOCIATION, INC.**, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

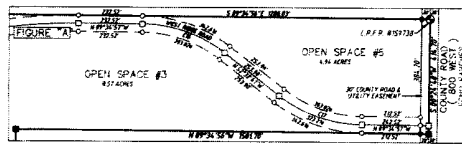
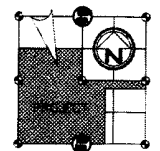


Beverlee P. Jones
NOTARY PUBLIC FOR UTAH
Residing at Morgan
My Commission Expires 6/8/24

EXHIBIT A



CURVE DATA TABLE									
CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING			
C1	89°45'40"	1000.00	344.89	176.79	344.89	S45°14'20"W			
C2	17°25'36"	2000.00	438.05	207.63	438.05	S89°25'36"W			
C3	36°10'00"	1000.00	268.45	134.62	268.45	S10°10'00"W			
C4	12°10'00"	2000.00	180.14	90.00	180.14	S87°50'00"W			
C5	17°25'36"	1000.00	344.89	176.79	344.89	N45°14'20"E			
C6	17°25'36"	1000.00	344.89	176.79	344.89	N89°25'36"E			
C7	36°10'00"	1000.00	268.45	134.62	268.45	N10°10'00"E			
C8	12°10'00"	2000.00	180.14	90.00	180.14	N87°50'00"E			
C9	17°25'36"	1000.00	344.89	176.79	344.89	N45°14'20"E			
C10	17°25'36"	1000.00	344.89	176.79	344.89	N89°25'36"E			
C11	36°10'00"	1000.00	268.45	134.62	268.45	N10°10'00"E			
C12	12°10'00"	2000.00	180.14	90.00	180.14	N87°50'00"E			



PART OF THE N 1/2 OF SECTION 1, TWP. 54 N., R. 10 E., S. 17 W., TETON COUNTY, IDAHO

LEGEND

- Survey Point (Symbol)
- Section Corner (Symbol)
- Set Line (Symbol)
- Open Space (Symbol)
- Lot Boundary (Symbol)
- Right of Way (Symbol)
- Corner (Symbol)

LINE TABLE

LINE	LENGTH	BEARING
L1	30.00	S89°25'36"W
L2	10.00	N89°25'36"E
L3	10.00	N10°10'00"E
L4	10.00	N87°50'00"E

SURVEYOR'S CERTIFICATE

I, David M. Wood, being a Registered Land Surveyor, Engineer in the State of Idaho, do hereby certify that I have caused the survey of the tract of land as herein platting and described.



ADDENDUM #1 MASTER PLAN / FINAL PLAT

WEST RIDGE RANCH

PLANNED UNIT DEVELOPMENT

PART OF THE N 1/2 OF SECTION 1, TWP. 54 N., R. 10 E., S. 17 W., TETON COUNTY, IDAHO

Applicant: West Ridge Ranch, Inc.
P.O. BOX 1052
DUBOIS, IDAHO 83422
(208) 456-9207

Surveyed: 05/21/06 By: D.M. 02/19/06 W.M.W./D.M.W. Rev: AMW 3/18/06 Plat # 2006-08 Adm # 20-170



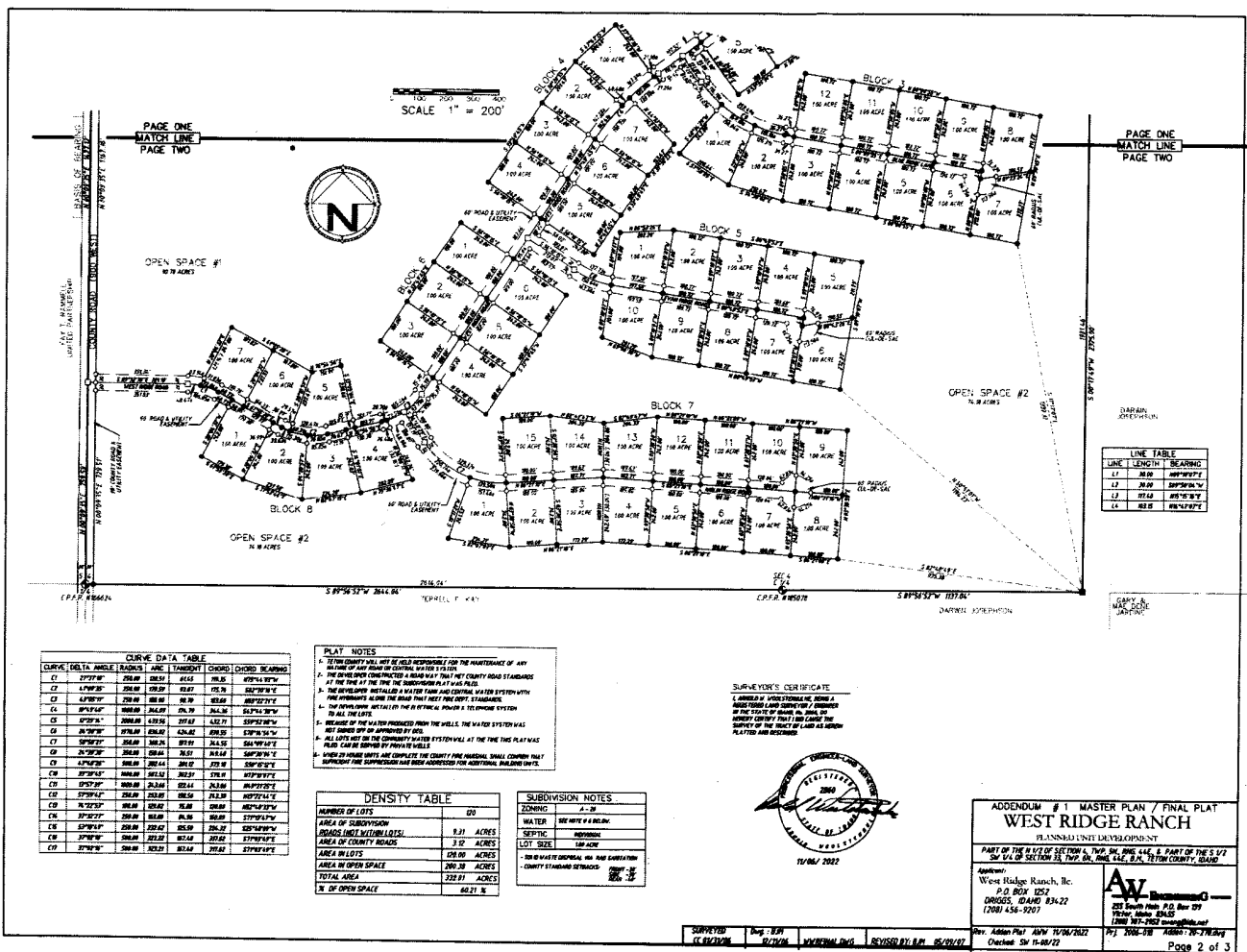


EXHIBIT B

AMENDED AND RESTATED BYLAWS

OF

WEST RIDGE RANCH HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1 - GENERAL PLAN OF OWNERSHIP

Section 1.1 Name. The name of the corporation is WEST RIDGE RANCH HOMEOWNERS ASSOCIATION, INC. (the "Corporation"). The mailing address of the Corporation shall be P.O. Box 1252 Driggs, ID 83422 and the principal office of the Corporation shall be located as designated by the Board of Directors from time to time.

Section 1.2 Bylaws Applicability. The provisions of these Bylaws are applicable to the WEST RIDGE RANCH Subdivision (the "Property"), a subdivision located in the County of Teton, State of Idaho, generally provided for in the Declaration of Covenants, Conditions and Restrictions for WEST RIDGE RANCH Subdivision, and any amendments and supplements thereto, recorded in the office of the County Recorder, Teton County, Idaho as Instrument No. 187708 on May 18, 2007 ("Declaration").

Section 1.3 Personal Application. All present and future Owners and their tenants, future tenants, employees, and any other person that might use the facilities owned and/or managed by the Corporation in any manner, are subject to the regulations set forth in these Bylaws, and in the Declaration. The mere acquisition or rental of any lot of the Property as shown on the Plat thereof (a "Lot") or the mere act of occupancy of any Lot will signify that these Bylaws are accepted, ratified, and will be complied with.

ARTICLE 2 - MEMBERS, VOTING, MAJORITY OF DELEGATES, QUORUM, PROXIES

Section 2.1 Members. All Owners of a Lot within the Property shall be Members of the Corporation.

Section 2.2 Voting. Each Member shall be entitled to one vote for each Lot owned by such Member.

Section 2.3 Majority of Members. As used in these Bylaws, the term "Majority of Members" shall mean those Members representing fifty-one percent (51%) of the voting power present at an annual or special meeting of the Members at which a quorum present.

Section 2.4 Quorum. The presence, in person or by proxy, of the Members holding at least thirty percent (30%) of the total votes entitled to be cast shall constitute a quorum of the Membership. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members, representing

no less than fifty percent (50%) of the quorum required at the preceding meeting shall constitute a quorum.

Section 2.5 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall be revocable at the pleasure of the Member who executed the proxy and shall automatically cease after completion of the meeting of which the proxy was filed, if filed for a particular meeting. In no event shall a proxy be valid after eleven (11) months from the date of its execution.

ARTICLE 3 - ADMINISTRATION

Section 3.1 Responsibilities. The Corporation shall have the responsibility of administering the common area owned and/or managed by the Corporation, approving the annual budget, establishing and collecting all assessments, and may arrange for the management of the same pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the Manager, as defined below. Except as otherwise provided, decisions and resolutions of the Corporation shall require an affirmative vote of a Majority of Members present at an annual or special meeting of the Corporation at which a quorum is present or by written consent as set forth in Section 3.8 of a Majority of Members of the Corporation.

Section 3.2 Place of Meetings. Meetings of the Corporation shall be held on the Property or such other suitable place in Teton County, Idaho, as may be designated by the Board of Directors.

Section 3.3 Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. At each annual meeting there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of these Bylaws. At the first annual meeting, the Directors shall be elected to serve until the second annual meeting, and at the second annual meeting, and annually thereafter, Directors shall be elected for a term of one (1) year beginning with such annual meeting. In the event that an annual meeting is not held, or the Directors are not elected at such meeting, the Directors may be elected at any special meeting held for that purpose. Each Director shall hold office until a successor has been elected or until death, resignation, removal or judicial adjudication of mental incompetence. The Members may also transact such other business of the Corporation as may properly come before them at any such annual meeting.

Section 3.4 Special Meetings. It shall be the duty of the President to call a special meeting of the Corporation as directed by resolution of the Board of Directors, or upon a petition signed by Members who are entitled to vote one-fourth (1/4) of all the votes of the Membership. The notice of all regular and special meetings shall be given as provided in Section 3.5 of these Bylaws, and shall state the nature of the business to be undertaken. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of the Members holding at least four-fifths (4/5) of the voting power in the Corporation, either in person or by proxy.

Section 3.5 Notice of Meetings. It shall be the duty of the Secretary to mail a notice Of each annual or special meeting of the Corporation, stating the purpose thereof as well as the day, hour and place where such meeting is to be held, to each Member of record, and any person in possession of a Lot, at least ten (10) but not more than thirty (30) days prior to such-meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this Section 3.5, shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished to the Secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place on the Property.

Section 3.6 Order of Business. The order of business at all meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors; (g) unfinished business; and (h) new business. Meeting shall be conducted by the officers of the Corporation in order of their priority.

Section 3.7 Action Without Meeting. Any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the Corporation, may be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Secretary. Any action so approved shall have the same effect as though taken at a meeting of the Members.

Section 3.8 Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made part of the minutes of the meeting.

Section 3.9 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the President or Secretary, shall be presumed truthfully as evidence of the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE 4 - BOARD OF DIRECTORS

Section 4.1 Number and Qualification. The property, business and affairs of the Corporation shall be governed and managed by a Board of Directors composed of at least three (3) persons unless fewer than three (3) are willing to serve, then fewer than three (3) may serve. All Directors shall be Members of the Corporation. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in some other capacity and receiving compensation therefor.

Section 4.2 General Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Corporation, as more fully set forth in the

Declaration, and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done exclusively by the Owners, Members or Grantor provided, however, that prior to the first annual meeting of the Corporation, the Board of Directors shall not enter into any management service contract for a term in excess of one (1) year without the approval of a Majority of Members, unless such contract contains reasonable provisions for cancellation (such as upon sixty (60) days written notice by the Corporation following one (1) year from the date of commencement of such contract).

Section 4.3 Special Powers and Duties. Without prejudice to such foregoing general powers and duties, and such powers and duties as set forth in the Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

(a) To select, appoint and remove all officers, agents, and employees of the Corporation, to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Declaration, and these Bylaws; to fix their compensation and to require from them security for faithful service when deemed advisable by the Board of Directors.

(b) To conduct, manage and control the affairs and business of the Corporation, and to make and enforce such rules and regulations therefor consistent with law, with the Articles of Incorporation, the Declaration, and these Bylaws, as the Board of Directors may deem necessary or advisable.

(c) To change the principal office for the transaction of the business of the Corporation from one location to another within the County of Teton, State of Idaho, as provided in Article 1 hereof, to designate any place within said County for the holding of any annual or special meeting or meetings of the Corporation consistent with the provisions of Section 3.2 hereof; and to adopt and use a corporation seal and to alter the form of such seal from time to time as the Board of Directors in its sole judgment may deem best, provided that such seal shall at all times comply with the provisions of law.

(d) To borrow money and to incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the Corporation's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor; subject, however, to the limitations set forth in the Articles of Incorporation and the Declaration.

(e) To fix and levy from time to time Regular Assessments, Special Assessments, and Limited Assessments upon the Members, as provided in the Declaration; to determine and fix the due date for the payment of such Assessments, and the date upon which the same shall become delinquent; provided, however, that such Assessments shall be fixed and levied only to provide for the payment of the expenses of the Corporation, and of the taxes and assessments upon real or personal property owned, leased, controlled or occupied by the Corporation, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Corporation for the general benefit and welfare of the

Members, in accordance with the provisions of the Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided adequate reserves for replacements as the Board of Directors shall deem to be necessary or advisable in the interest of the Corporation or welfare of the Members. The funds collected by the Board of Directors from the Members, attributable for replacement reserves, for maintenance recurring less frequently than annually, and for capital improvements, shall at all times be held in trust for the Owners and shall not be commingled with other Assessments collected from the Members. Such Regular Assessments, Special Assessments and Limited Assessments shall be fixed in accordance with the provisions of the Declaration. Should any Members fail to pay such Assessments before delinquency, the Board of Directors in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the Declaration.

(f) To enforce the provisions of the Declaration covering the Property, these Bylaws or other agreements of the Corporation.

(g) To contract for and pay for, casualty, blanket, liability, malicious mischief, vandalism and other insurance, insuring the Members, the Corporation, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses of persons injured on the Property, and to bond the agents and employees of any management body, if deemed advisable by the Board of Directors.

(h) To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the common area, and to contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Common Area, if any, and to employ personnel necessary for the operation of the Common Area, if any, including legal and accounting services, and to contract for and pay for improvements of any recreational facilities on the Common Area.

(i) To grant easements, where necessary, for utilities and sewer facilities over the common area to serve the Property.

(j) To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or there organized or operated for charitable purposes, to which the assets of this Corporation may be distributed upon liquidation or dissolution according to the Articles of Incorporation of the Corporation unless such assets shall be distributed to Owners of Lots as more particularly provided in the Articles of Incorporation. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Corporation, and after distribution of all property held or acquired by the Corporation under the terms of a specific trust or trusts.

(k) To adopt, amend, and repeal by majority vote of the Board of Directors, rules and regulations as to the Corporation deemed reasonable and necessary.

(l) To pay all real and personal property taxes and assessments levied against the Common Area owned or managed by the Corporation.

(m) To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the community water system, and to contract for and pay maintenance, utilities, materials and supplies, and services relating to the community water system, and to employ personnel necessary for the operation of the community water system, including legal and accounting services, and to contract for and pay for improvements for the community water system.

(n) To randomly select, using generally accepted practices and methods, lots within the subdivision which are entitled to connect to the community water system in accordance with the Declaration.

(o) To review, approve and determine where each lot owner may locate a private well for use on their lot, and to review, approve and determine where each lot owner may locate a septic system for use on their lot.

Section 4.4 Management Agent. The Board of Directors may contract or employ for the Corporation a management agent ("Manager") at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties listed in Section 4.3 hereof.

Section 4.5 Nomination, Election and Term of Office. Nomination for election to the Board of Directors shall be made by a nomination committee. Nominations may also be made from the floor at the annual meeting. The nomination committee shall consist of a chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nomination committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members.

At the first annual meeting of the Corporation, and thereafter at each annual meeting of the Corporation, new Directors shall be elected by secret written ballot by a plurality of the votes of the Members present and entitled to vote at such meeting as provided in these Bylaws. Cumulative voting is not permitted. The term of the Directors shall be for one (1) year. In the event that an annual meeting is not held, or the Directors are not elected thereat, the Directors may be elected at any special meeting held for that purpose. Each Director shall hold office until a successor has been elected or until death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a Director may serve.

Section 4.6 Books, Financial Statements and Audit. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Corporation in a manner consistent with generally accepted accounting principles. An annual operating statement reflecting income and expenditures of the Corporation shall be distributed to

each Member within ninety (90) days after the end of each fiscal year, and to first mortgagees who have in writing requested notice of Corporation proceedings.

Section 4.7 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting, or at a special meeting called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in the case the Members fail to elect the full number of authorized Directors at any meeting at which such election is to take place.

Section 4.8 Removal of Directors. At any regular or special meeting of the Corporation duly called, any one or more of the Directors may be removed with or without cause by a Majority of Members and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected at the same meeting.

Section 4.9 Organization Meeting. The first regular meeting of a newly elected Board of Directors shall be held within ten (10) days of the election of the Board of Directors, at such place as shall be fixed and announced by the Directors at the meeting at which such Directors were elected, for the purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 4.10 Other Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meetings, unless the time and place of such meetings is announced at the organization meeting, in which case such notice of other regular meetings shall not be required.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President, or, if the President is absent or refuses to act, by the Vice President, or by any two (2) Directors. At least two (2) days, notice shall be given to each Director, personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Corporation, and shall be deemed given, if not actually received earlier, at 5:00 o'clock p.m. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any Director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

Section 4.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of

such notice. Attendance by a Director at any meeting of the Board of Directors shall be waiver of notice by that Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Corporation or made a part of the minutes of the meeting.

Section 4.13 Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.14 Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 4.15 Committees. The Board of Directors, by resolution, may from time to time designate such committees as the Board of Directors shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee shall provide for the appointment of its members, as well as a chairperson, shall state the purpose of the committee, and shall provide for reports, termination, and other administration matters as deemed appropriate by the Board of Directors.

ARTICLE 5 - OFFICERS

Section 5.1 Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in the Board of Directors' judgment may be necessary. One person may hold two or more offices, except the offices of President and Secretary.

Section 5.2 Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the Organizational Meeting of each new Board of Directors, and each officer shall hold office for one (1) year unless he shall sooner resign or shall be removed or otherwise disqualified.

Section 5.3 Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation

by the Board of Directors shall not be necessary to make it effective, a vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5.4 Compensation. Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board of Directors. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee. No officer, employee or Director of Grantor or any affiliate of Grantor may receive any compensation.

Section 5.5 Special Appointment. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5.6 President. The President shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the Corporation and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit corporation, including but not limited to the power, subject to the provisions of Section 4.16, to appoint committees from among the Members and Owners from time to time as the President alone may decide are appropriate to assist in the conduct of the affairs of the Corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Corporation. The President shall be ex officio a member of all standing committees, and the President shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 5.7 Vice President. The Vice President shall take the place of the President and perform such duties whenever the President shall be absent, disabled or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or these Bylaws.

Section 5.8 Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Corporation at the principal office of the Corporation or such other place as the Board of Directors may order. The Secretary shall keep the seal of the Corporation in safe custody and shall have charge of such books and papers as the Board of Directors may direct, and the Secretary shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Corporation and of the Board of Directors required by these Bylaws or by law to be given. The Secretary shall maintain a book of record Owners, and any person in possession of a Lot that is not an Owner, listing the names and addresses of the Owners, and any person in possession of a Lot that is not an Owner, as furnished to the Corporation and such book shall be changed only at such time as satisfactory evidence or a change in ownership of a Lot is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 5.9 Treasurer. The Treasurer shall have responsibility for the Corporation funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Property owned by the Corporation, tax records and business transactions of the Corporation including accounts of all assets, liabilities, receipts and disbursements, all in books belonging to the Corporation. The Treasurer shall be

responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors in accordance with the Declaration, shall render to the President and Directors upon request, an account of all transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

ARTICLE 6 - OBLIGATIONS OF MEMBERS

Section 6.1 Assessments.

(a) All Members are obligated to pay, in accordance with the provisions of the Declaration, all Assessments imposed by the Corporation to meet all expenses of the Corporation, which may include, without limitation, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of fire, earthquake or other hazard, or to meet the expenses of the Director's various powers, and duties as more fully provided in Section 4.3 of these Bylaws. Except as otherwise provided in the Declaration and for assessments for the community water system, the Assessments shall be made equally per Lot for all Members of the Corporation obligated to pay such Assessment. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum.

(b) All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

Section 6.2 Maintenance and Repair.

(a) Every Member must perform promptly, at the Member's sole cost and expense, all maintenance and repair work on such Member's Lot as required under the provisions of the Declaration. As further provided in the Declaration, all plans for alterations and repair of improvements on the Property must receive the prior written consent of the Board of Directors. The Board of Directors shall establish reasonable procedures for the granting and denial of such approval in accordance with the Declaration and these Bylaws.

(b) As further provided in the Declaration, each Member shall reimburse the Corporation for any expenditures incurred in repairing or replacing any portion of the Property owned or controlled by the Corporation which are damaged through the fault of the Member, and each Member shall promptly reimburse the Corporation for the costs of repairing, replacing and/or maintaining that portion of the Property which the Corporation has repaired, replaced or maintained pursuant to the Declaration. Such expenditures shall include all court costs and reasonable attorneys' fees and costs incurred in enforcing any provision of these Bylaws or the Declaration.

ARTICLE 7 - AMENDMENTS TO BYLAWS

These Bylaws may be amended by the Corporation at an annual meeting or at a duly constituted meeting of the Corporation for such purpose as provided in the Articles of

Incorporation. No amendment to these Bylaws shall take effect unless approved by the affirmative votes of not less than three-fourths (3/4) of the total voting power of the Corporation as cast by the Members.

ARTICLE 8 - MEANING OF TERMS

Except as otherwise defined herein, all terms herein initially capitalized shall have the same meanings as are applied to such terms in the Declaration including, without limitation, "Articles", "Assessments", "Association", "Common Area", "Grantor", "Lot", "Member", and "Owners."

ARTICLE 9 - CONFLICTING PROVISIONS

In case any of these Bylaws conflict with any provisions of the laws of the State of Idaho, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE 10 - INDEMNIFICATION AND INSURANCE

Section 10.1 Certain Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the Corporation; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 10.3 or paragraph (c) of Section 10.4.

Section 10.2 Indemnification. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Corporation to procure a judgment in its favor) by reasons of the fact that such persons is or was an agent of this Corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such persons was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Corporation or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such persons' duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon

application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

Section 10.3 Expenses in Successful Defense. To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Section 10.2 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 10.4 Determination of Standard of Conduct. Except as provided in Section 10.3, any indemnification under this Article shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 10.2, as determined by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding;

(b) Approval or ratification by the affirmative vote of a Majority of Members entitled to vote represented at a duly held meeting of the Corporation at which a quorum is present or by the written consent of a Majority of Members entitled to vote. For purposes of determining the required quorum of any meeting of the Corporation called to approve or ratify indemnification of an agent and the vote or written consent required therefor, an agent who is a Member to be indemnified shall not be entitled to vote thereon;

(c) The court in which such proceeding is or was pending, upon application made by the Corporation or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Corporation; or

(d) Independent legal counsel in written opinion, engaged at the direction of a quorum of disinterested directors.

Section 10.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount, if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

Section 10.6 Extent and Limitations of Indemnifications. No indemnification or advance shall be made under this Article, except as provided in Section 10.3 or paragraph (c) of Section 10.4, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, a resolution of the Board of Directors or Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

This Article shall create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

Section 10.7 Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 11 - MISCELLANEOUS

Section 11.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 11.2 Execution of Documents. The Board of Directors, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have the power or authority to bind the Corporation by any contract or engagement or to pledge the Corporation's credit or to render the Corporation liable for any purpose or in any amount.

Section 11.3 Inspection of Bylaws, Books and Records. The Corporation shall keep in the Corporation's office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during office hours. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

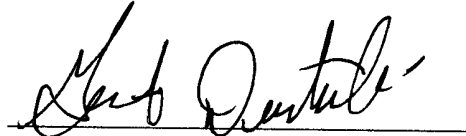
Section 11.4 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

Section 11.5 Membership Book. The Corporation Shall keep and maintain in the Corporation's office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Lot by an Owner shall be recorded in the books together

with the date on which such ownership was transferred, and the new Owner shall be incorporated into the book in accordance with the provisions of the Declaration and the Articles of Incorporation.

I/We, the undersigned, being the members of the Board of Directors and the duly elected Secretary of the Corporation do hereby certify that the foregoing Bylaws were duly adopted as the Amended Bylaws of the Corporation by at least 75% of the Lot owners of the Corporation and by unanimous consent of the Directors of the Corporation on the 23rd day of August, 2018.

**GRANT DURTSCHI, PRESIDENT AND
BOARD MEMBER**

A handwritten signature in black ink, appearing to read "Grant Durtschi", is written over a horizontal line.