

APPENDIX A

RESTATED BY-LAWS
of
TIMBERLINE RANCH SUBDIVISION OWNER'S ASSOCIATION

The following Restated By-Laws are adopted and hereby created by the Timberline Ranch Subdivision Owner's Association ["Association"], an unincorporated, nonprofit association, pursuant to the *Idaho Uniform Unincorporated Nonprofit Association Act*, Idaho Code §§ 30-27-101, *et. seq.*, with respect to that certain real property subdivision development located in the Town of Victor, Teton County, Idaho, and described as the lands within the TIMBERLINE RANCH SUBDIVISION, and any part thereof, as more particularly described as being Phase I(A), as that phase and plat is identified in those Teton County, Idaho plat book and records, and which is comprised of 65 platted residential lots ("**Lots**"), with additional open space lots, legally referred and described as:

ALL of the Final Plat Timberline Ranch Subdivision, Teton County, Idaho, as per the plat recorded January 18, 2007, as Instrument No. 184307. Correction plat recorded August 26, 2008, as Instrument No. 199741. Amendment #1 recorded July 22, 2010, as Instrument No. 212175. *

LESS: (1) All of Phase 1-B as shown on Final Subdivision Plat Amendment No. 1, Timberline Ranch Subdivision, Teton County, Idaho, as per the plat recorded July 22, 2010, as Instrument No. 212175; (2) Tract 1 of the Final Plat of Timberline Ranch Subdivision, Teton County, Idaho, as per the plat recorded January 18, 2007, as Instrument No. 184307. Correction plat recorded August 26, 2008, as Instrument No. 199741, Amendment #1 recorded July 22, 2010, as Instrument No. 212175; and (3) the *Future Phase* of Timberline Ranch Subdivision - correction plat recorded August 26, 2008, as Instrument No. 199741, Amendment #1 recorded July 22, 2010, as Instrument No. 212175 - more specifically identified as 25.15 Acres of land having a Teton County Tax reference of #1198 less #5680, Less Timberline Ranch Sub Phase 1, and identified by Census Tract / Block # as 960100/4386.

* [With said 65 platted residential Lots also described as Block 3 – Lots 1 through 9, Block 4 – Lots 1 through 7, Block 5 – Lots 1 through 3, Block 6 – Lots 1 through 15, Block 7 – Lots 1 through 17, and Block 8 – Lots 1 through 14, of the *Final Plat Timberline Ranch Subdivision*.]

I. DECLARATION OF COVENANTS and DECLARANT

The *Fourth Restated Declaration of Covenants, Conditions and Restrictions for Timberline Ranch Subdivision*, (hereinafter referred to as the "DECLARATION") are hereby incorporated and made a part of these BYLAWS by reference. **TREE TOPS TIMBERLINE, LLC, an Idaho Limited Liability Company**, [hereinafter the "Declarant"], presently owns all but seven Lots of the Timberline Ranch Subdivision Property, and is the "Declarant" as referenced in the DECLARATION, and holds those certain rights, title and interests as referenced, described and reserved in the DECLARATION, and originally in that *Restated Declaration of Covenants, Conditions and Restrictions for Timberline Ranch Subdivision*, Instrument No. 234176, recorded October 10, 2014, [hereinafter "the 2014 Declaration"]. To the extent any provision contained within these BYLAWS is inconsistent with the DECLARATION, such provision shall be deemed void and of no effect and the inconsistent provision of the DECLARATION shall prevail.

II. THE ASSOCIATION

2.01. Principal Office. The principal office of the Association in the State of Idaho shall be for the present at P.O. Box 645, Driggs, ID 83422, and thereafter may be located at any place in Teton County, Idaho, designated by the Board. The Association's registered office may be, but need not be, identical with the principal office in the State of Idaho and the address of the registered office may be changed from time to time by the Board of Directors.

2.02. Members. Membership in the Association and voting by Members of the Association shall be in accordance with the DECLARATION, these BYLAWS and the following provisions:

(a) **Membership.** Each owner of a lot in the Timberline Ranch Subdivision, by virtue of being such an owner and for so long as he/she is such an owner shall be deemed a member of this Association. Association membership of each owner 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. 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. In the event of dispute as to membership, the membership shall be determined based on the ownership of such lot as shown in the public records of the County of Teton, State of Idaho.

(b) **Proof of Membership.** Any person on becoming an Owner of a Lot shall furnish to the Board of Directors a photocopy of the recorded instruments vesting that person with an interest or ownership which instrument shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or at a special meeting of Members unless this requirement is first met.

(c) **Member Mailing Address.** The Owners of each Lot shall have one and the same registered mailing address and email address to be used by the Association for mailing of statements, notices, demands and all other communications, and such registered address shall be the only mailing addresses of a person or persons, firm, corporation, partnership, association or other legal entity or any address of a Lot thereof to be used by the Association. Such registered addresses of a Lot Owner or Owners shall be furnished by such Owners to the Association within five (5) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized by law to represent the interests of (all of) the Owners thereof.

2.03 Membership Meetings and Voting.

(a) **Annual Meetings.** The annual meeting shall be held each year, at such date and time as determined by the Board of Directors. Written notice of the time and place of the annual meeting shall be given to Members in accordance with section (d) below.

(b) **Special Meetings.** Special meetings may be called at any time by **the Board of Directors, or upon the written request of a majority of Members in number**, without regard to the value of the votes in the Association held by such Members. A written request for special meeting shall state the purpose or purposes of the meeting and shall be delivered to the Board of Directors or the President. Written notice of the time and place of any special meetings shall be given to Members in accordance with section (d) below.

(c) **Place of Meetings.** The place of all meetings shall be at a designated Lot in the Timberline Ranch Subdivision, unless the Directors specify a different place.

(d) **Notice of Meetings.** Written notice of date, time, and subject matter of all meetings shall be given to each Member at the address given by such Member to the Association **not less than thirty (30) nor more than sixty (60) days prior to the meeting date**. If any Member should fail to give an address to the Association for the giving of notices, all notices shall be sent to the same address utilized for county tax purposes by the Teton County, Idaho Assessor's Office.

(e) **Quorum.** The presence of Members holding **in aggregate a majority of the total value of all votes of the Association** shall constitute a quorum. The value of Declarant's vote, as set forth in the supermajority rule of Sections 18 and 27 of the DECLARATION, shall not be utilized to increase the total value of all votes of the Association, so as to require a larger majority for quorum purposes. *(Example: if 45 lots exist, and each lot was apportioned one vote, and Declarant owns 8 of the lots, the quorum requirement would still be based upon 45 lot votes, and NOT on the increased value of Declarant's votes. Therefore, 23 votes would constitute a quorum, and Declarant's presence at the meeting would insure 24*

votes (8 lots x 3), and a resulting quorum). If such quorum should not be present, the Members present shall have the power to adjourn the meeting from time to time without notice other than the announcement at the meeting, until a quorum shall be present. If a quorum shall be present at such meeting held in lieu of the adjourned meeting(s), any business may be transacted at such meeting as originally notified.

(f) Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney duly authorized in writing. If a Membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such Membership or their attorneys duly authorized in writing. A proxy may be revoked by the Member by appearance in person at the meeting. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof.

(g) Votes. Unless the DECLARATION or these BYLAWS require a greater vote, if a quorum is present, the vote of Members holding **in aggregate a majority of the value of the votes represented and voting** at the meeting shall decide any question brought before such meeting, unless the question is one upon which these BYLAWS, or the DECLARATION require a greater vote, in which case such greater requirement shall control.

(h) Action by Written Consent or by Written Ballot. Any action that is permitted or required to be taken at a meeting may be taken without a meeting by written consent or by written ballot. Approval by written ballot alone, when a meeting is not held shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall (a) Indicate the number of responses needed to meet the quorum requirements; (b) State the percentage of approvals necessary to approve each matter other than election of directors; and (c) Specify the time by which a ballot must be received by the corporation in order to be counted.

(i) Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

2.04. Directors. The Board of Directors of the Association shall be elected and constituted in accordance with these BYLAWS, the ARTICLES and the Act.

(a) Powers. The management of the business of the Association, the management and maintenance of those parts of the Subdivision under the control of the Association, the responsibility to fix, levy, collect and enforce the payment of Association assessments, and the provision of Subdivision services shall be the sole responsibility of the Board of Directors. The Board of Directors may exercise all of the powers of the Association, including those specific powers and obligations as set forth in Sections 18 and 19 of the DECLARATION.

(b) Election, Tenure, and Qualification. The number of Board Directors of the Association shall be three (3). Initially, the Board of Directors shall consist of the Member/s of the Architectural Committee, and the Declarant shall appoint any additional Director/s in order to assure that Lot construction and Lot uses are in conformance with the DECLARATION, and to assure a high quality project. One member of the initial Board shall serve one (1) year, one, two (2) years, and one, three (3) years; thereafter, terms of Board Members shall be three (3) years. Until Declarant has sold and transferred title to sixty percent (60%) of the total number of Lots in the Subdivision to a non-related third party purchaser, Declarant shall have the sole right to appoint and remove all members of the Board, and to exercise the powers and responsibilities otherwise assigned to the Association Board. Not later than sixty (60) days after the conveyance of all lots in the Subdivision to non-Declarant Owners, the Lot Owners shall elect the entire Board of Directors. Prior to the Declarant's sale of sixty percent (60%) of the total number of Lots in the

Subdivision to a non-related third party purchaser, the members of the Board of Directors need not be Members of the Association. Thereafter, each Director shall be a Lot owner and Member, or, if a Lot Owner and Member is an entity, a member, owner, partner, or shareholder of such entity. The Board of Directors shall act at all times pursuant to majority vote.

(c) Meetings. The regular annual Board of Director's meeting shall be held without notice immediately after, and at the same place as, the annual meeting of the Members.

(d) Special Meetings. Special meetings may be called at the request of any Director. Written notice of special meetings shall be given at least five (5) days prior thereto, by written notice delivered personally, or mailed to each Director at his registered address, or by telegram. Any Director may waive notice of a meeting.

(e) Participation. A Director may participate in any regular or special meeting by telephone.

(f) Quorum and Manner of Voting. Two Directors shall constitute a quorum. The act of a majority of Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(g) Action Without Meeting. Any action that is required or permitted to be taken at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors.

(h) Compensation. Except and unless authorized by the Members, no Director shall receive any compensation for any services that he may render to the Association as a Director, except that a Director may be reimbursed for expenses incurred in such service as authorized by the Board of Directors and may be compensated for services rendered to the Association in a capacity other than as Director.

(i) Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board of Directors. Any Director elected by the Board of Directors may at any time be removed (1) by Declarant so long as those conditions specified in Section 2.03(b) are met, or (2) for cause by the affirmative vote of two-thirds (2/3) of the Directors then in office at a special meeting of the Directors duly called for such purposes, or (3) by two-thirds (2/3) of the total votes of the Association at a special meeting of the members duly called for such purpose.

(j) Vacancies and Newly Created Directorships. If vacancies shall occur in the Board of Directors by reason of death, resignation, or disqualification of a Director, the Directors then in office shall continue to act, and such vacancies or newly created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any vacancy in the Board of Directors occurring by reason of removal of a Director by the Members may be filled by election at the meeting at which such Director is removed. Any Director elected or appointed to fill a vacancy shall serve for the unexpired term of his predecessor.

2.05. Officers. The Officers of the Association shall be a President and Secretary / Treasurer, and such other officers as may from time to time be appointed by the Board of Directors. The Board of Directors may elect or appoint any other officers, including one or more vice-presidents and assistant secretaries and one or more assistant treasurers, as it shall deem desirable, to have the authority and perform the duties prescribed by the Board of Directors. Any two or more offices may be held by the same person.

(a) Election, Tenure, and Qualification. The Officers shall be elected by the Board of Directors at each regular annual meeting of the Board of Directors, and shall serve until the next regular annual meeting of the Board of Directors and until their successors are elected and shall qualify, or until his death, resignation, disqualification, or removal in a manner as provided in these BYLAWS and the DECLARATION. Any one person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. The President shall be a Director, no other officer need be a Director.

(b) The President. The president shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He or she shall preside at all meetings of the Board of Directors. He or she may sign, alone or with the secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution shall be expressly delegated by the Board of Directors or by these BYLAWS or by statute to some other officer or agent of the Association; and in general he or she shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors.

(c) The Secretary. The Secretary shall keep the minutes of the Association, shall maintain such books and records as may be required by law, the DECLARATION, these BYLAWS, or any resolution of the Board of Directors, shall authenticate the records of the Association, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

(d) The Treasurer. The Treasurer shall have charge and supervision over and shall be responsible for the funds of the Association, subject to the action of the Board of Directors, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and any meeting of the Board of Directors. He shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

(e) Compensation. Except and unless authorized by the Members, no Officer who is also a Director shall receive compensation for any services that he may render to the Association as an Officer, except that an Officer may be reimbursed for expenses incurred in such service as authorized by the Board of Directors and may be compensated for services rendered to the Association in a capacity other than as an Officer. The Board of Directors may authorize compensation for an Officer who is not a Director.

2.06. Architectural Committee.

(a) The Board of Directors shall appoint at least One (1) and not more than Three (3) three members to the Architectural Committee ["Committee"], which shall exercise architectural control over the Timberline Ranch Subdivision as specified in the DECLARATION. All Committee actions or decisions shall be by a majority vote. The Committee shall consist of at least one (1) and not more than three (3) persons. In the event of a vacancy due to the death, termination or resignation of any member, the remaining members shall have full authority to designate a successor. The member/s of the Committee shall not be entitled to any compensation of any kind for services performed.

(b) Per the DECLARATION, Jason Shiebler was designated as the initial sole member of the Committee, and shall hold office until such time as he has resigned or has had a successor appointed. At any time that Declarant is the Owner of at least ten (10) lots in the Subdivision, Declarant shall have the right to appoint and remove two additional members of the Committee. Thereafter, the Board of Directors of the Association shall have the power to appoint and remove all members of the Committee. Members of the Committee may be removed at any time, without cause.

(c) The Board of Directors or the Architectural Committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this provision, or any provision in this Second Restated Declaration. Any approval or permission granted, shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Obtaining permits, applications or other written instruments required by any public or governmental agency shall be the sole responsibility of the Owner.

2.07. Execution of Instruments. All contracts or other written instruments shall be signed by the President and by the Secretary / Treasurer, except that the Board of Directors may authorize in writing any Officer or agent to execute and deliver any contract or other instrument in the name and on behalf of the Association in specific instances.

2.08. Loans. No loan shall be contracted on behalf of the Association, no negotiable paper or other evidence of its obligation under any loan shall be issued in its name, and no property of the Association shall be conveyed, hypothecated, mortgaged, pledged, or transferred as security for the payment of any liability or loan of the Association, unless and except as authorized by the Members and the Declarant. Any such authorization may be general or confined to specific instances.

2.09. Accounts and Checks. The Board of Directors shall designate depositories and open accounts for the funds of the Association. All checks and drafts of the Association shall be signed by such Officers or agents and in such manner as the Board of Directors may from time to time prescribe. Endorsements for deposit to the credit of the Association in any of its duly authorized depositories shall be in such manner as the Board of Directors may from time to time prescribe.

2.10. Indemnification Generally. The Association shall indemnify any Director or Officer or former Director or Officer of the Association against liability, amounts paid in settlement, and expenses (including attorneys' fees) actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being or having been such Director or officer. Association shall provide such indemnification, except in relation to matters as to which a Director or Officer shall be adjudicated in such action, suit, or proceeding to be liable for intentional misconduct in the performance of his or her duties to the Association.

2.11. Records and Reports. The Association shall maintain accounting records in accordance with good accounting practice and which document all expenditures and receipts in the administration of the Association and all records required by the Act. Said records and books shall be open to inspection by Declarant, Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within thirty (30) days of the inspection.

2.12. Fiscal Year. The fiscal year of the Association shall be the calendar year.

III. ASSESSMENTS

3.01. Annual Budget.

(a) The Board of Directors shall establish an annual budget year, notify Owners and thereafter collect such amounts as provided in the DECLARATION.

(b) Special assessments shall be established and levied by the Board of Directors as provided in the DECLARATION.

3.02. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at an equal rate for each Lot, including each lot conveyed or developed by Declarant, whether undeveloped or developed. Assessments shall be collected on an annual or biannual basis at the discretion of the Board. Assessments shall be due and payable as provided in the DECLARATION.

3.03. Default and Remedies. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full as provided in the DECLARATION. Assessments in default shall be subject to such default penalties and Association remedies as may from time to time be established by the Board of Directors and as are set forth in the DECLARATION.

3.04. Non-Exemption. No Member may exempt himself from liability for payment of his assessments or for his contribution toward the expenses of the Association by waiver of the use or enjoyment of any portion of his Lot, or by reason of any grievance against the Association, any other Member, or the Declarant.

IV. INSURANCE

4.01. Master Policy. The Association may maintain and carry a master policy of insurance, with extended coverage endorsements and liability insurance at its expense, to protect itself and any individual who is or was a director, officer, employee or agent of the Association, or whom was serving at the request of the Association's Board of Directors or Officers, against any expense, liability or loss whether or not the Association would have the power to indemnify such person against such expense, liability or loss under this Section or the Act. The Association shall use its best efforts to see that the liability insurance carried by the Association shall cover any Association property or common areas located within the Subdivision, and if available, cross-liability endorsements or appropriate provisions for the benefit of the Members, individually and as a group, the Board of Directors, Officers, and its agents, insuring each insured against liability to each other insured. The Association may also elect to carry fidelity coverage against dishonest acts on the part of Directors, Officers, and agents, and any other person (including volunteers, with an appropriate endorsement if required) handling funds belonging to or administered by the Association.

V. MORTGAGES

5.01. Notice of Assessments. The Association shall, at the request of any mortgagee of any Lot, report to such mortgagee any unpaid assessments due from the Association Member to the Association.

5.02. Notice of Default. The Association may notify the mortgagee of any Lot within the Subdivision of any default by any Member in the performance of such Member's obligations hereunder which is not cured within sixty (60) days from the date of such default.

VI. LEGAL ACTION

Without limiting the other legal rights of any Member or the Association, legal action may be brought by the Association in its sole discretion on behalf of any Member or the Association, with respect to any cause of action relating to the Subdivision and the enforcement of the rules and regulations set forth in the DECLARATION.

VII. RULES AND REGULATIONS

The Board of Directors may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and development of *Timberline Ranch Subdivision*, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the DECLARATION, or these BYLAWS. The Members shall be provided with copies of all rules and regulations adopted by the Board of Directors, and with copies of all amendments and revisions thereof.

VIII. AMENDMENT

These BYLAWS may be amended in the same manner, and in accordance with Section 27 of the DECLARATION, upon the **affirmative vote of the Members holding an aggregate of not less than seventy-five percent (75%) of the total value of votes of the Association, AND the affirmative vote of the Declarant so long as it owns at least Ten (10) Lots within the Subdivision.** Any such amendment shall be evidenced by an instrument in writing signed and acknowledged by the President and Secretary / Treasurer of the Association certifying the adoption of such amendment, and such amendment shall be effective upon its being recorded in the Office of the Teton County, Idaho Clerk. No amendment to these BYLAWS shall be effective if the same is inconsistent with the DECLARATION.

IX. NON-PROFIT OPERATION

No dividends will be paid to any Member. No part of the income or net earnings of the Association will be distributed to its Members. The Association may contract in due course with its Members, Directors and Officers without violating this provision.

X. CONFLICT

In the event of a conflict between the provisions of these BYLAWS and the provisions of the DECLARATION, the provisions of the DECLARATION shall prevail.

XI. DEFAULT

11.01. Elements. To the extent permitted by law, violations of these BYLAWS shall be in violation of the DECLARATION, and actions for compliance shall be enforceable in the same fashion as actions brought for compliance with the DECLARATION, and may include, without limitation, an action to recover sums due for damages and injunctive relief, or any combination thereof. The Board of Directors of the Association shall provide copies of these BYLAWS to each Owner upon request.

11.02. Attorney's Fees. In any proceeding arising because of an alleged default by any Member, the Association, if successful, shall be entitled to recover its attorney's fees and costs of investigation and litigation.

CERTIFICATION

The undersigned certifies:

- (1) That the undersigned is the duly elected and acting President of the Timberline Ranch Subdivision Owner's Association, an Idaho unincorporated, nonprofit association; and
- (2) That the foregoing RESTATED BYLAWS constitute the BYLAWS of the Timberline Ranch Subdivision Owner's Association, as duly adopted by a resolution of the director dated effective as of April 28, 2020, and fully and completely restated and supercede in their entirety the prior *By-laws of Timberline Ranch Subdivision Owner's Association* effective and entered on June 23, 2016.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 28th day of April, 2020.

Jason Shiebler, President

STATE OF IDAHO)
) ss.
County of TETON)

I, _____, a notary public, do hereby certify that on this ____ day of _____, 2020, Jason Shiebler personally appeared before me, who, being by me first duly sworn, declared that he is the President of the the Timberline Ranch Subdivision Owner's Association, that he signed the foregoing document as President of the Homeowner's Association, and that the statements therein contained are true.

WITNESS my hand and official seal.

(SEAL)

Notary Public for
Residing at
My Commission expires: