

**DECLARATION OF PRIVATE ROAD MAINTENANCE
DUTIES AND OBLIGATIONS FOR SADDLE ROCK SUBDIVISION**

THIS DECLARATION OF ROAD MAINTENANCE DUTIES AND OBLIGATIONS FOR SADDLE ROCK SUBDIVISION (“Declaration”) is made this _____ day of November, 2022 by Ryan Schneider and Heidi Schneider (together, “Declarants”), whose mailing address is 291 Ashton Lane, McCall ID 83638.

WHEREAS, Declarant is the fee simple owner of that certain real property located in Valley County, Idaho, known as the “Saddle Rock Subdivision,” as more particularly described and depicted in the attached and incorporated **EXHIBIT A** (“Subject Property”).

WHEREAS, on the 9th day of November, 2022, Declarants recorded the Final Plat of Saddle Rock Subdivision in the Official Records of Valley County, Idaho, as Instrument Number 454115, in Plat Book 13, on Pages 92 through _____ (“Plat”), a true and correct copy of which is attached as **EXHIBIT B** and is incorporated herein by this reference.

WHEREAS, Declarant obtained approval from Valley County, Idaho, to subdivide the Subject Property into nineteen residential lots (“Lots 1-19,” respectively). (See **EXHIBIT B** - Plat.) Separately, any one of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, Lot 12, Lot 13, Lot 14, Lot 15, Lot 16, Lot 17, Lot 18, Lot 19 is referred to as a “Lot,” and all together as the “Lots.”

WHEREAS, access to each of the Lots within Saddle Rock Subdivision will be taken to and from Highway 55 via several private roads denoted in the Plat as “Saddle Rock Way,” “Challis Lane,” “Dakota Way,” and “Sawtooth Loop,” respectively (collectively, “Private Roads”).

WHEREAS, to ensure continued maintenance and repair of the Private Roads, Declarants desire to apportion to the owner(s) of each of the several Lots the responsibility and duty to pay their proportionate share of all costs of maintaining and repairing the Private Roads, which costs shall be divided equally among the several Lots.

WHEREAS, Saddle Rock Owners Association, Inc., an Idaho non-profit corporation established as the owners association for the Subdivision (“Association”), shall administer and manage the responsibilities of the Lot owners, pursuant to those certain Bylaws of Saddle Rock Owners Association, Inc. (“Bylaws”), a copy of which (current as of the date of this Declaration), as the same may be amended from time-to-time as provided therein, is attached hereto as **EXHIBIT C** and is incorporated herein by this reference.

WHEREAS, Declarants desire to bind those persons and/or entities purchasing or otherwise acquiring title to or an interest in a Lot in Saddle Rock Subdivision to comply with

Valley County laws, ordinances, regulations, and conditions regarding the Private Road, and to pay such Lot's equal share of the costs of road improvements, maintenance, repairs, and replacement, as hereinafter set forth.

WHEREAS, Declarants also desire to ensure perpetual access via the Private Roads to other property owned by Declarants, whether now owned or in the future acquired by Declarants, and to reserve and retain the right, in the future, to annex and incorporate other real property, and make such other real property subject to the rights and obligations contained in this Declaration, regardless of whether such other real property is within Saddle Rock Subdivision, whether by unilaterally amending this Declaration to include the legal descriptions for such other property or by other means.

NOW, THEREFORE, Declarants now covenant and declare as follows:

1. MAINTENANCE, REPAIR, AND REPLACEMENT.

a. Lot owners, by virtue of their respective ownership of one or more lots within Saddle Rock Subdivision, shall be responsible for maintaining, repairing, and replacing (as needed) the Private Roads, as set forth herein.

b. Maintenance shall be performed on the Private Roads, including (without limitation) from the approaches on Highway 55 to the ending point or loop of each private road. Driveways are to be maintained by lot owner(s) personally.

c. Required winter maintenance shall include full width snow removal to a minimum of a two (2) inch snow floor by snowplow or snow blowing equipment, on wheeled or rubber-tracked vehicles only. Until a residence is constructed on any Lot, winter maintenance is not required to be performed on the Private Roads. After a residence is constructed on any Lot, unless the owners of every Lot on which a residential building has been constructed unanimously agree to forego winter maintenance, winter maintenance shall be performed.

d. Except as provided in (1)(a)-(c), above, maintenance, repair, and replacement shall be undertaken and completed whenever necessary to maintain the Private Roads in good operating condition at all times and to ensure the provision of safe access to the several Lots by emergency vehicles.

e. The responsibility and duty of paying the costs of maintenance, repair, and replacement of the Private Roads shall be as set forth in Section 4, below.

f. Declarant expressly reserves and retains unto itself, and to its designated successors and/or assigns, the right to add any property to the Subject Property benefitted by the ingress and egress over the Private Roads, and to annex and incorporate other real property and

make such other real property subject to the rights and obligations contained in this Declaration, regardless of whether such other real property is within Saddle Rock Subdivision. Accordingly, Declarant may, in its sole and unfettered discretion, at any time, add any real property to the Subject Property, thereby making such additional other real property subject to the terms and conditions of this Declaration. Further, Declarant may, in its sole and unfettered discretion, make such other additional real property subject only to the rights and responsibilities related to the Private Roads, omitting therefrom the rights and responsibilities related to the Onsite Water Storage.

2. ONSITE WATER STORAGE.

a. Onsite Water Storage. The Saddle Rock Subdivision, by requirement and condition of approval imposed by Valley County, shall maintain a minimum of 10,000 gallons of water storage for use by emergency personnel in the event of a fire.

b. Tank Maintenance, Repair, and Replacement.

(i) Tank maintenance, repair, and/or replacement shall be undertaken and completed whenever necessary to maintain the tank in good operating condition.

(ii) Except as otherwise specifically provided in this Section 2, water tank maintenance, repair, and/or replacement shall be in accordance with Section 4, below.

3. SADDLE ROCK OWNERS ASSOCIATION, INC.

a. Composition; Purpose. Declarants have established Saddle Rock Owners Association, Inc. and one such responsibility of the Association is to manage and administer the performance and funding of maintenance, repair, and replacement of the Private Roads and onsite water storage for fire suppression, subject to the terms and conditions of this Declaration.

b. Duties. The Association shall ensure that the Private Roads are maintained, repaired, and replaced, as needed, and that the owner(s) of each of the several Lots, each of which enjoys the use of the Private Roads, all equally share the duty to pay the costs of such Private Roads maintenance, repairs, and replacement; provided, however, that additional lots or property granted rights of access via the Private Roads may or may not be included within the scope of this Declaration, in the sole and unfettered discretion of Declarants.

c. Powers - Assessment. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, the and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law

and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Association's assets, affairs, and the performance of the other responsibilities herein assigned, including (without limitation) the power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

4. COSTS OF MAINTENANCE, REPAIR, AND REPLACEMENT.

a. Private Roads. All costs of maintenance, repair, and replacement of the Private Roads shall be shared between owners of all Lots, with each of the Lots being responsible for paying an equal amount of such costs.

b. Onsite Water Storage. All costs of maintenance, repair, and replacement of equipment and other items necessary for onsite water storage shall be shared equally between owners of all Lots; provided, however, that Declarant may opt to include its other property in such obligation or to exempt such other property of Defendant from such obligation, depending on whether such other property is to be benefitted by such onsite water storage. Each of the Lots shall be responsible for paying an equal amount of all costs of maintenance, repair, and replacement of equipment and other items necessary for onsite water storage. Tank maintenance and or improvements will be undertaken and made whenever necessary to maintain the tank in good operating condition.

c. Assessments - Procedure.

(i) Written Estimate of Upcoming Year's Costs. Before August 1st of each year, the Association shall estimate the maintenance, repair, and replacement costs for both the Private Roads and the onsite water storage for the upcoming year and shall provide written notice of such estimated annual costs to the Lot owners. The required notice shall:

(A) Include the itemized estimated costs for the upcoming year's maintenance, repair, and replacement for each of the Private Road and the onsite water storage;

(B) Include the actual costs for the prior year's maintenance, repair, and replacement for each of the Private Roads and the onsite water storage;

(C) Include the balance, if any, remaining in the Association's account(s) for maintenance and repair; and

(D) Estimate the amount of the per-Lot assessment, for each of the Private Roads and the onsite water storage, necessary to cover the costs for the upcoming year.

(ii) Approval of Estimated Annual Costs. The Association shall, before September 1st of each year, approve an estimated upcoming annual maintenance, repair, and replacement costs for each of the Private Roads and the onsite water storage. The Association's approval of the estimated upcoming annual maintenance, repair, and replacement costs shall constitute approval of the amount of the "Annual Assessment."

(iii) Payment Due Date. Before October 1st of each year, the owner(s) of every Lot shall make payment in full of the amount of the Annual Assessment, which shall include the estimated costs for each of (A) maintenance, repairs, and replacement of the Private Roads, and (B) maintenance, repairs, and replacement, of the onsite water storage.

(iv) Shortfalls; Supplemental Assessment. If, at any time during the year, the Association reasonably determines that the balance of funds remaining in the Association's accounts is unlikely to be sufficient to get through the costs for rest of the year, then the Association shall notify all owners of Lots. Such notice shall include all information required in subsection (c)(ii), above. Within ten (10) business days of receiving notice from the Association, the owners shall vote on the question of whether to authorize a "Supplemental Assessment" for the purpose of ensuring that the Association has sufficient funds for the remainder of the then-current year. The vote of owners owning a majority of the Lots shall be determinative of the question. Unless the Association determines, by majority vote, a different schedule for payment of a Supplemental Assessment, within thirty (30) days of an affirmative vote, the owner(s) of every Lot shall make payment in full of the amount of the Supplemental Assessment chargeable to such owner's Lots.

(v) Enforcement and Collection of Assessments.

(A) Covenant to Pay Assessments. By accepting conveyance of a Lot that is subject to this Declaration, each owner covenants and agrees to make payment to the Association of all assessments validly levied pursuant to this Declaration promptly when due, and further covenants and agrees to enforcement of such payment, in the event of non-payment, by the remedies provided herein.

(B) Overdue Assessments. Any Annual Assessment or Supplemental Assessment not paid-in-full within thirty (30) days after the due date shall accrue interest at the rate of two percent (2%) per month (twenty-four percent (24%) per annum), or at such other rate as may be established annually by the Board, until cured and paid-in-full. If the interest rate prescribed herein or by the Board is deemed excessive by a court of competent jurisdiction, then the interest rate shall default to Idaho's statutory rate of interest.

(C) Enforcement by Suit. The Association may enforce and collect payment of any Annual Assessment or Supplemental Assessment by commencement and

maintenance of an action at law or in equity against the owner(s) of any Lot for the collection of any delinquent Assessments for which such Owner(s) are obligated. Any judgment rendered hereunder shall include interest and reasonable attorneys' fees and court costs against such owner(s). Suit to recover judgment for unpaid assessments may be maintained without foreclosing or waiving the lien created hereby.

(D) Creation of Liens; Personal Obligation; Delinquency.

(1) Continuing Lien. All assessments, together with interest, costs, charges, and reasonable attorneys' fees that may be incurred in collecting the same, shall be a charge on the land comprising the subject Lot and shall be a continuing lien upon the Lot against which each such assessment is made.

(2) Personal Obligation. All assessments, together with interest thereon at the legal rate, and together with the amount of reasonable collection fees, costs, and attorney fees, shall also be the personal obligation of the owner whose Lot received the assessment(s), determined as of the date when the assessment was levied.

(3) Delinquent Assessment Obligation. The personal obligation for delinquent assessments shall not pass to an owner's successor and shall not relieve the owner of the duty to pay the assessment(s). However, unpaid assessments, including fees, costs, and attorney fees, shall constitute a continuing lien against the subject Lot, until paid, and shall be subject to foreclosure in accordance with Idaho law.

(E) Enforcement by Foreclosure of Lien.

(1) Each Annual Assessment and Supplemental Assessment, when levied, shall automatically constitute a lien on and against the Lot to which such assessment pertains, without any requirement of filing any documentation of such lien.

(2) Such lien shall include the power of sale to secure payment of any and all such assessments, together with accrued interest, reasonable attorneys' fees, and costs.

(3) Enforcement of said lien shall be in accordance with the following procedures and the laws of the state of Idaho:

(a) The lien shall attach to a Lot upon recordation in the Office of the Adams County Recorder of the notice of default and claim of lien, which shall be executed and acknowledged by the Association.

(b) The notice of default and claim of lien shall include the name of the defaulting Owner(s), the amount of the assessment and other charges properly levied under this Declaration, the description of the Lot assessed, that the notice of default and claim of lien is made by the Association pursuant to this Declaration; and that a lien is claimed and will be foreclosed against the Lot in an amount equal to the amount stated.

(c) The lien shall attach and be effective immediately upon recordation of a duly executed original or copy of each notice of default and claim of lien and mailing a copy thereof to the defaulting Lot owner by First Class Mail, postage prepaid.

(d) Any lien under this Declaration may be foreclosed by appropriate legal action or in the manner provide by law for the foreclosure of a deed of trust by exercise of a power of sale contained therein, or in the manner provided by law for the enforcement of a judgment; provided, however, that initiation of such foreclosure shall not be commenced prior to fifteen days following the mailing of a copy of the notice of default and claim of lien to the owner, as provided herein.

(e) Any action brought to foreclose a lien recorded hereunder shall be commenced within one (1) year following such recordation, unless the Association, by majority vote of owners, extends such deadline for an additional period not to exceed one additional year by recording a written extension thereof.

(f) The Association shall have authority to bid at any foreclosure sale, trustee's sale, or judgment sale and to purchase, lease, acquire, hold, mortgage, and convey any interest acquired at such sale, subject to this Declaration. Reasonable attorneys' fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed, to the extent permitted by law.

(g) The proceeds of any foreclosure sale, trustee's sale, or judgment sale pursuant to this Declaration shall first be paid to discharge court costs, transcript fees or charges, reasonable attorneys' fees, title costs, and costs of the sale, and all other expenses of the proceedings and the sale. The balance of proceeds from such sale, after satisfaction of such fees and charges and unpaid assessments and liens, shall be paid to the defaulting owner.

(h) The purchaser at any such sale shall obtain title to the Lot free from the sums claimed, but otherwise subject to the provisions of this Declaration and all other instruments governing such Lot. No foreclosure sale, trustee's sale, or judgment sale shall relieve such Lot or the purchaser thereof at such sale from liability for any

assessments, other payments, or performances thereafter becoming due, or from the lien therefore, as provided herein.

(i) Upon the timely curing of any default or failure to pay any assessment(s) for which a notice of claim of lien was filed by the Association, the Association is authorized to, and shall, record an appropriate release of such lien in the Office of the Adams County Recorder.

(j) The Association's rights of enforcement and collection shall be cumulative and non-exclusive.

d. **No Reimbursement for Unapproved Work; Emergencies.** If any owner of a Lot performs maintenance, repairs, or replacement without obtaining the prior approval of the other Lot owners, as provided herein, prior to performing such work, then the Lot owner performing such work shall be responsible for paying the entire cost thereof, unless such work is deemed reasonably necessary in the event of an emergency, in which case neither a majority vote nor prior approval shall be necessary before making such improvements or undertaking such maintenance.

e. **Lots Owned by Declarant.** All Lots owned by Declarants, or by Declarants' designated successors or assigns, on which no residence has been constructed, for purposes of the responsibilities and duties contained herein, including (without limitations) the computation and levying of assessments, shall be deemed to be one (1) Lot.

5. **AMENDMENT.** To be effective, amendments to this Declaration must be approved by owners of a two-thirds (2/3) majority of Lots; notwithstanding the foregoing, Declarant, for so long as it owns any Lot(s), may, at any time and for any reason, in its sole and unfettered discretion, amend this Declaration to conform to its intent in making, executing, and recording this Declaration.

6. **BINDING; RUNS WITH LAND.** This Declaration shall be recorded in the official records of Valley County, Idaho and shall run with the land and be binding on Declarant and all owners of any one or more Lot, and upon their respective heirs, successors, administrators, executors, and assigns, and shall run with the land.

7. **NOT A PUBLIC EASEMENT; NO DEDICATION.** Nothing in this Declaration is intended, and it shall not be interpreted or deemed, to constitute a gift or dedication of any portion of the Private Roads to the general public or for the benefit of the general public or for any public purpose whatsoever, other than those expressly contained herein, it being the intention that this Declaration shall be strictly limited to and for the purposes expressed herein; notwithstanding the foregoing, any and all additional lots and/or property to/from/for which Declarant authorizes

access via the Private Roads shall have the rights ascribed in whatsoever instrument used to grant, reserve, or convey such rights of ingress/egress via the Private Roads.

8. MISCELLANEOUS PROVISIONS.

a. Perpetual Duration. This Declaration shall be perpetual and shall encumber and run with the land.

b. Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, then a neutral third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all owners of Lots. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a neutral third party arbitrator (as with all votes of Lot owners, except as otherwise expressly provided herein), each Lot shall be entitled to one vote, and the arbitrator nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

c. Headings. The headings of the several paragraphs contained herein are for convenience only, and do not explain, define, limit, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Declaration.

d. Severability. If any term or provision of this Declaration is deemed invalid or unenforceable, such term or provision shall be stricken, but all other terms and provisions of this Declaration shall remain intact, in full force and effect, unaffected by the striking of the offending term or provision.

e. Amendment. Declarant expressly reserves unto itself, and to its designated successors and assigns, the right to unilaterally amend this Declaration at any time and for any purpose, regardless of whether Declarant then owns any Lot or other part or portion of the Property. Without limiting the foregoing, and for the sole purpose of providing an example, Declarant may amend this Declaration to annex and incorporate other real property and make such other real property subject to the rights and obligations contained in this Declaration, regardless of whether such other real property is within Saddle Rock Subdivision.

f. No Merger. There shall be no merger or extinguishment of this Declaration created hereby with the fee simple estate of either property or any portion thereof or any interest therein by reason of the fact that the same person or other entity may acquire, own or hold, directly or indirectly, the entire fee simple estate of both properties.

DECLARANTS SO DECLARE, effective from and after the date on which this Declaration is recorded in the Official Records of Valley County, Idaho.

EXHIBIT A

to the
**Declaration of Road Maintenance
Duties and Obligations
for Saddle Rock Subdivision**

Legal Description of the Subject Property

[Please see attached.]

Certificate of Owners
KNOW ALL MEN BY THESE PRESENTS, the undersigned is the owner of the following described parcel of land in a portion of
The S1/2 of Section 18 and the SW1/4 of Section 17, T. 12 N., R. 4 E., B.M., Valley County, Idaho being more particularly
described as follows:

Commencing at the Southeast corner of said Section 18, a found brass cap monument, C.P.F. Inst. No. 183929, corner records of said Valley County, said corner being the TRUE POINT OF BEGINNING.
Thence a bearing of S 89°53'59" W, a distance of 440.89 feet, on the south boundary line of said Section 18, to a set 5/8 inch rebar; Thence a bearing of N 00°06'18" W, a distance of 391.86 feet to a set 5/8 inch rebar;
Thence a bearing of N 82°56'14" E, a distance of 17.82 feet to a set 5/8 inch rebar; Thence on a non-tangent curve to the left having a length of 139.92 feet, a radius of 415.00 feet and a chord which bears N 37°05'29" W,
a distance of 139.26 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 218.59 feet, a radius of 210.00 feet and a chord which bears N 16°55'51" W, a distance of 208.85 feet to a set 5/8 inch
rebar; Thence on a curve to the right having a length of 87.21 feet, a radius of 140.00 feet and a chord which bears N 30°44'06" E, a distance of 85.81 feet to a set 5/8 inch rebar; Thence on a curve to the right having a
length of 95.88 feet, a radius of 215.00 feet and a chord which bears N 61°21'25" E, a distance of 95.09 feet to a set 5/8 inch rebar; Thence a bearing of N 74°07'57" E, a distance of 155.33 feet to a set 5/8 inch rebar;
Thence a bearing of N 31°13'24" W, a distance of 72.59 feet to a set 5/8 inch rebar; Thence a bearing of S 74°07'57" W, a distance of 136.10 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of
127.10 feet, a radius of 285.00 feet and a chord which bears S 61°21'25" W, a distance of 126.05 feet to a set 5/8 inch rebar; Thence a bearing of N 41°48'22" W, a distance of 114.46 feet to a set 5/8 inch rebar; Thence a
bearing of N 81°21'31" W, a distance of 300.11 feet to a set 5/8 inch rebar; Thence a bearing of N 03°16'04" W, a distance of 361.11 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 94.77
feet, a radius of 165.00 feet and a chord which bears N 80°39'52" E, a distance of 93.47 feet to a set 5/8 inch rebar; Thence a bearing of S 82°52'55" E, a distance of 194.88 feet to a set 5/8 inch rebar; Thence on a curve to
the left having a length of 51.61 feet, a radius of 130.00 feet and a chord which bears N 85°44'43" E, a distance of 51.27 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 90.41 feet, a radius of 146.00 feet and a chord which
bears N 53°07'10" W, a distance of 88.97 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 69.70 feet, a radius of 566.00 feet and a chord which bears N 38°54'27" W, a distance of 69.66 feet to
a set 5/8 inch rebar; Thence on a non-tangent curve to the right having a length of 47.80 feet, a radius of 20.00 feet and a chord which bears S 27°57'10" W, a distance of 37.21 feet to a set 5/8 inch rebar; Thence a
bearing of N 82°52'55" W, a distance of 127.38 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 134.97 feet, a radius of 235.00 feet and a chord which bears S 80°39'52" W, a distance of 133.12
feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 99.02 feet, a radius of 165.00 feet and a chord which bears S 81°24'12" W, a distance of 97.54 feet to a set 5/8 inch rebar; Thence a bearing of
N 81°24'16" W, a distance of 492.89 feet to a set 5/8 inch rebar; Thence a bearing of N 12°39'13" W, a distance of 302.37 feet to a set 5/8 inch rebar; Thence a bearing of N 10°46'52" E, a distance of 199.03 feet to a set
5/8 inch rebar; Thence a bearing of N 45°02'24" W, a distance of 148.15 feet to a set 5/8 inch rebar; Thence a bearing of N 02°28'15" W, a distance of 171.04 feet to a set 5/8 inch rebar; Thence a bearing of N 63°29'27"
E, a distance of 166.85 feet to a set 5/8 inch rebar; Thence a bearing of S 29°09'39" E, a distance of 145.00 feet to a set 5/8 inch rebar; Thence a bearing of N 17°43'19" W, a distance of 173.16 feet to a set 5/8 inch rebar; Thence a bearing of N 76°09'43" E, a distance of 253.79 feet to a set 5/8 inch rebar;
Thence a bearing of N 23°49'23" W, a distance of 452.01 feet to a set 5/8 inch rebar; Thence a bearing of N 34°05'02" E, a distance of 338.58 feet to a set 5/8 inch rebar; Thence a bearing of N 08°17'49" W, a distance of
240.39 feet to a set 5/8 inch rebar; Thence a bearing of N 77°02'05" W, a distance of 152.72 feet to a set 5/8 inch rebar; Thence a bearing of N 45°48'09" E, a distance of 174.98 feet to a set 5/8 inch rebar; Thence a
bearing of N 27°10'55" W, a distance of 230.81 feet to a set 5/8 inch rebar; Thence a bearing of N 43°45'44" E, a distance of 174.34 feet to a set 5/8 inch rebar; Thence a bearing of N 71°34'06" E, a distance of 513.82 feet
to a set 5/8 inch rebar; Thence a bearing of S 29°09'39" E, a distance of 345.47 feet to a set 5/8 inch rebar; Thence a bearing of S 09°21'14" E, a distance of 185.21 feet to a set 5/8 inch rebar; Thence on a non-tangent
curve to the right having a length of 196.28 feet, a radius of 145.00 feet and a chord which bears S 75°49'00" E, a distance of 181.64 feet to a set 5/8 inch rebar; Thence a bearing of S 37°02'12" E, a distance of 256.63 feet
to a set 5/8 inch rebar; Thence on a curve to the right having a length of 124.64 feet, a radius of 165.00 feet and a chord which bears S 15°23'45" E, a distance of 121.70 feet to a set 5/8 inch rebar; Thence a bearing of S
06°14'42" W, a distance of 86.20 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 107.11 feet, a radius of 117.00 feet and a chord which bears S 19°58'50" E, a distance of 103.41 feet to a set 5/8
inch rebar; Thence on a curve to the right having a length of 156.89 feet, a radius of 351.00 feet and a chord which bears S 33°24'04" E, a distance of 155.59 feet to a set 5/8 inch rebar; A curve to the left having a length
of 40.53 feet, a radius of 565.00 feet and a chord which bears S 22°39'06" E, a distance of 40.52 feet to a set 5/8 inch rebar; A curve to the right having a length of 84.78 feet, a radius of 335.00 feet and a chord which
bears S 17°27'25" E, a distance of 84.55 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 192.75 feet, a radius of 608.00 feet and a chord which bears S 01°07'31" E, a distance of 191.94 feet to
a set 5/8 inch rebar; Thence on a curve to the left having a length of 57.10 feet, a radius of 110.00 feet and a chord which bears S 06°54'47" E, a distance of 56.46 feet to a set 5/8 inch rebar; Thence a bearing of S
21°46'58" E, a distance of 58.19 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 31.76 feet, a radius of 20.00 feet and a chord which bears S 69°37'32" E, a distance of 28.52 feet to a set 5/8
inch rebar; Thence on a curve to the left having a length of 105.04 feet, a radius of 120.00 feet and a chord which bears N 41°55'18" E, a distance of 101.72 feet to a set 5/8 inch rebar; Thence on a curve to the right
having a length of 222.35 feet, a radius of 196.00 feet and a chord which bears N 49°20'40" E, a distance of 210.62 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 73.39 feet, a radius of
2160.00 feet and a chord which bears N 82°49'03" E, a distance of 73.39 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 82.56 feet, a radius of 158.00 feet and a chord which bears N 68°49'19"
E, a distance of 81.62 feet to a set 5/8 inch rebar; Thence a bearing of N 53°51'10" E, a distance of 206.82 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 80.93 feet, a radius of 153.00 feet and
a chord which bears N 38°41'59" E, a distance of 79.99 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 105.77 feet, a radius of 400.00 feet and a chord which bears N 31°07'18" E, a distance
of 105.46 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 137.82 feet, a radius of 132.00 feet and a chord which bears N 68°36'31" E, a distance of 131.65 feet to a set 5/8 inch rebar; Thence
on a curve to the left having a length of 130.70 feet, a radius of 650.00 feet and a chord which bears S 87°14'24" E, a distance of 130.48 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 61.62
feet, a radius of 265.00 feet and a chord which bears N 80°20'18" E, a distance of 61.48 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 65.78 feet, a radius of 141.00 feet and a chord which
bears N 87°02'33" E, a distance of 65.19 feet to a set 5/8 inch rebar; Thence a bearing of S 79°35'31" E, a distance of 94.73 feet to a set 5/8 inch rebar on the westerly right-of-way boundary line of State Highway 55;
Thence a bearing of S 13°33'22" W, a distance of 2.58 feet, on said westerly right-of-way boundary line, to a found brass cap right-of-way monument; Thence a bearing of S 13°36'57" W, a distance of 27.37 feet, on said westerly right-of-way boundary line, to a found 5/8 inch rebar;
Thence a bearing of S 13°32'12" W, a distance of 37.15 feet to a set 5/8 inch rebar; Thence departing from said westerly right-of-way boundary line, a bearing of N 79°35'31" W, a distance of 140.40 feet to a set 5/8 inch
rebar; Thence on a curve to the left having a length of 33.12 feet, a radius of 71.00 feet and a chord which bears S 87°02'33" W, a distance of 32.83 feet to a set 5/8 inch rebar; Thence on a curve to the right having
length of 77.90 feet, a radius of 335.00 feet and a chord which bears S 90°20'18" W, a distance of 77.72 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 144.78 feet, a radius of 720.00 feet and
a chord which bears N 87°14'24" W, a distance of 144.53 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 64.74 feet, a radius of 62.00 feet and a chord which bears S 68°36'31" W, a distance of
61.83 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 87.26 feet, a radius of 330.00 feet and a chord which bears S 31°07'18" W, a distance of 87.00 feet to a set 5/8 inch rebar; Thence on a
curve to the right having a length of 117.95 feet, a radius of 223.00 feet and a chord which bears S 38°41'59" W, a distance of 116.58 feet to a set 5/8 inch rebar; Thence a bearing of S 53°51'10" W, a distance of 206.82
feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 119.13 feet, a radius of 228.00 feet and a chord which bears S 68°49'19" W, a distance of 117.78 feet to a set 5/8 inch rebar; Thence on a
curve to the left having a length of 71.01 feet, a radius of 2090.00 feet and a chord which bears S 82°49'03" W, a distance of 71.01 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 142.94 feet,
a radius of 126.00 feet and a chord which bears S 49°20'40" W, a distance of 135.40 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 177.55 feet, a radius of 190.00 feet and a chord which
bears S 43°36'57" W, a distance of 171.16 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 102.48 feet, a radius of 123.00 feet and a chord which bears S 46°31'05" W, a distance of 99.54 feet to
a set 5/8 inch rebar; Thence on a curve to the right having a length of 179.05 feet, a radius of 494.00 feet and a chord which bears S 33°01'58" W, a distance of 178.07 feet to a set 5/8 inch rebar; Thence on a curve to
the left having a length of 105.23 feet, a radius of 88.00 feet and a chord which bears S 09°09'32" W, a distance of 99.07 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 158.23 feet, a radius
of 116.00 feet and a chord which bears S 13°58'42" W, a distance of 146.24 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 20.74 feet, a radius of 15.00 feet and a chord which bears S
13°26'30" W, a distance of 19.13 feet to a set 5/8 inch rebar; Thence on a curve to the left having a length of 78.75 feet, a radius of 113.00 feet and a chord which bears S 46°08'13" E, a distance of 77.17 feet to a set 5/8
inch rebar; Thence on a curve to the right having a length of 225.93 feet, a radius of 292.00 feet and a chord which bears S 43°56'12" E, a distance of 220.33 feet to a set 5/8 inch rebar; Thence on a curve to the left
having a length of 69.50 feet, a radius of 251.00 feet and a chord which bears S 29°42'14" E, a distance of 69.28 feet to a set 5/8 inch rebar; Thence a bearing of S 37°38'12" E, a distance of 26.81 feet to a set 5/8 inch
rebar; Thence a bearing of S 89°41'07" E, a distance of 36.54 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of 123.81 feet, a radius of 513.00 feet and a chord which bears S 82°46'15" E, a
distance of 123.51 feet to a set 5/8 inch rebar; Thence a bearing of S 75°51'24" E, a distance of 171.90 feet, to a set 5/8 inch rebar; Thence on a curve to the left having a length of 242.18 feet, a radius of 307.00 feet and a
chord which bears N 81°32'39" E, a distance of 235.95 feet to a set 5/8 inch rebar; Thence a bearing of N 58°56'43" E, a distance of 114.23 feet to a set 5/8 inch rebar; Thence on a curve to the right having a length of
73.65 feet, a radius of 123.00 feet and a chord which bears N 76°05'56" E, a distance of 72.55 feet to a set 5/8 inch rebar; Thence a bearing of S 86°44'50" E, a distance of 56.31 feet to a set 5/8 inch rebar on the westerly
right-of-way boundary line of said State Highway 55; Thence a bearing of S 13°33'46" W, a distance of 196.76 feet, on said westerly right-of-way boundary line, to a found 5/8 inch rebar; Thence a bearing of S
13°37'54" W, a distance of 205.82 feet, on said westerly right-of-way boundary line, to a found 5/8 inch rebar; Thence departing from said westerly right-of-way boundary line, a bearing of N 89°55'53" W, a distance
of 589.74 feet to a found 5/8 inch rebar being the S 1/16 corner common to Sections 17 and 18; Thence a bearing of S 00°05'14" E, a distance of 1318.74 feet, on the west boundary line of Section 17, to the POINT OF
BEGINNING.

Containing 98.32 acres, more-or-less

Declaration of Road Maintenance Duties and Obligations for Saddle Rock Subdivision

4888-6537-0679, v. 7

EXHIBIT A

EXHIBIT B

to the
Declaration of Road Maintenance
Duties and Obligations
for Saddle Rock Subdivision

Final Plat of Saddle Rock Subdivision

[Please see attached.]

EXHIBIT C

to the
**Declaration of Road Maintenance
Duties and Obligations
for Saddle Rock Subdivision**

**Bylaws
of
Saddle Rock Owners Association, Inc.**

[Please see attached.]

**BYLAWS
OF
SADDLE ROCK OWNERS ASSOCIATION, INC.**

ARTICLE I - ASSOCIATION

SECTION 1.1 NAME AND LOCATION.

These are the Bylaws of the Saddle Rock Owners Association, Inc. ("Association"). The Saddle Rock Subdivision project ("Project") is located in Valley County, Idaho, as more specifically described in the Declaration of Covenants, Conditions, Restrictions, & Equitable Servitudes, which was recorded as Instrument No. 454116 in the Official Records of Valley County, Idaho, on Nov. 9, 2022 ("Declaration of CC&Rs").

SECTION 1.2 PRINCIPAL OFFICE.

The principal office and place of business of the Association in Valley County, Idaho, and is addressed as 291 Ashton Lane, McCall, Idaho 83638-5330. The principal office and place of business of the Association may be changed by a simple majority vote of the Directors of the Association.

SECTION 1.3 GOVERNING DOCUMENTS.

The following documents comprise the "Governing Documents" of the Association:

- The Final Plat of Saddle Rock Subdivision in the Official Records of Valley County, Idaho, as Instrument Number 454115, in Plat Book 13, on Page 92 ("Plat");
- The Declaration of CC&Rs;
- The "Declaration of Private Roads," recorded as Instrument No. 454117 in the Official Records of Valley County, Idaho, on Nov. 9, 2022;
- Declaration of Private Road Maintenance Duties and Obligations for Saddle Rock Subdivision, recorded as Instrument No. 454118 in the Official Records of Valley County, Idaho, on Nov. 9, 2022 ("Road Maintenance Declaration"); and
- These Bylaws.

SECTION 1.4 PURPOSES.

This Association is formed to be the management body of the Saddle Rock Subdivision, and others, as authorized and permitted by the provisions of the Idaho Homeowner's Association Act, codified as Title 55, Chapter 32, Idaho Code ("HOA Act"), and the Idaho Nonprofit Corporation Act, codified as Title 30, Chapter 30, Idaho Code ("Nonprofit Corporation Act"). The Association shall actively foster, promote, and advance the collective interests of the Owners of Lots within the Project and the owners of other property to which the Declaration of CC&Rs, the Declaration of Private Roads, and/or the Road Maintenance Declaration are made applicable, including (without limitation) by administering and overseeing the maintenance and repair of the "Private Roads," as that term is defined in the Declaration of Private Roads, and by levying and collecting such assessments and payments as may be necessary to accomplish such maintenance and repair of the Private Roads, as further set forth in the Association's Governing Documents.

ARTICLE II - MEMBERSHIP

SECTION 2.1 MEMBERSHIP.

Each Owner of a Lot (including the Declarant) shall be a member of the Association and shall be entitled to one (1) membership in the Association for each Lot owned, regardless of the number of Persons having an ownership interest in such Lot, which membership shall be considered appurtenant to that Owner's Lot. Except as otherwise provided herein with regard to the Declarant, the membership of the Association at all times shall consist exclusively of Lot Owners. Membership in the Association shall be mandatory for Lot Owners. Ownership of a Lot shall be the sole qualification for membership in the Association. A membership shall not be transferred in any way except upon the transfer of title to the Lot to which such membership is appurtenant, and then only to the transferee of title to such Lot. All other transfers of membership are prohibited, and any attempt to make a prohibited transfer shall be void *ab initio*. Any transfer of title to a Lot shall operate automatically to: (a) transfer the appurtenant membership in the Association to the transferee, as the new Owner of the Lot; and (b) except with regard to personal liability for unpaid assessments, effectively terminate the rights and responsibilities of the transferor, as the former Owner of the Lot. A Mortgagee does not have membership rights until it becomes an Owner by foreclosure or any arrangement or proceeding in lieu thereof.

SECTION 2.2 *INTENTIONALLY OMITTED.*

SECTION 2.3 VOTING RIGHTS.

Each Owner shall be entitled to one (1) vote for each Lot it owns. When more than one (1) Person is the Owner of any Lot, all such Owners shall be Owners, but all such Owners shall only be entitled to one (1) vote for each Lot owned. If the Owners of a Lot cannot agree among themselves as to how to cast their votes on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a particular Lot, it will thereafter be presumed

for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares ownership of the Lot, unless objection thereto is made by another Owner of such Lot to the Person presiding over the meeting at the time such vote is cast. If more than one (1) vote is cast for any particular Lot, none of such votes shall be counted and all such votes shall be deemed null and void, other than for the limited purpose of determining whether a quorum exists.

SECTION 2.4 ANNUAL MEETING OF OWNERS.

The annual meeting of Owners shall be held on at such reasonable date, time, and place as may be designated by the Board. At such meetings the Owners, by majority vote, shall elect Directors, in accordance with the provisions and requirements of the Association's Governing Documents. The Owners may transact such other business at such annual meetings as may properly come before them.

SECTION 2.5 PLACE OF MEETINGS OF OWNERS.

All meetings of the Owners shall be held at such reasonable date, time, and place convenient to the Owners as may be designated by the Board. In designating such reasonable date, time, and place, the Board may elect to have such annual meeting be held: (i) in person, or (ii) remotely, utilizing any means of communication by which all Owners participating may simultaneously hear or see each other during the meeting, or (iii) a hybrid meeting providing for both in person and remote participation by Owners, by designating and providing notice of the time and manner of participation, together with instructions on how remote participation can occur.

SECTION 2.6 SPECIAL MEETINGS OF OWNERS.

A special meeting of the Owners may be called at any reasonable time and place by notice of the Board or by the Owners having ten percent (10%) of the total votes of the Association and delivered to all other Owners not less than fourteen (14) calendar days prior to the date fixed for said meeting. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at the special meeting except as stated in the notice.

SECTION 2.7 NOTICE OF MEETINGS OF OWNERS.

Except as otherwise provided herein for special meeting called by Owners having ten percent (10%) of the total votes of the Association, it shall be the duty of the secretary of the Association to mail, by first class mail, a notice of each annual or special meeting of the Owners at least fourteen (14) days, but not more than sixty (60) days, prior to such meeting stating the purpose thereof as well as the date, time, and place where it is to be held, to each Owner of record, at the building or at such other address as such Owner shall have designated by notice in writing to the secretary.

In the case of a special meeting called by notice from the Owners having ten percent (10%) of the total votes, it shall be the duty of those Owners calling such meeting to mail, by first class mail, a notice of each annual or special meeting of the Owners at least fourteen (14) days, but not more than sixty (60) days, prior to such meeting stating the purpose thereof as well as the date, time, and place where it is to be held, to each Owner of record, at the building or at such other address as such Owner shall have designated by notice in writing to the secretary.

The mailing of a notice of meeting in the manner provided in this Section 2.7 shall be considered proper service and notice.

SECTION 2.8 OWNERS -- VOTING.

The Owner or Owners, or some person designated by such Owner or Owners to act as proxy on his, her, or their behalf (and who need not be an Owner), shall be entitled to cast votes at any meeting of the Owners. Designation of a proxy shall be made in writing by the designating Owner to the secretary and shall be revocable at any time by written notice to the secretary from such designating Owner. A fiduciary shall be the voting member with respect to any Lot owned in a fiduciary capacity. An Owner may assign his or her right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of any Lot owned by such Owner, for the term of the lease, mortgage, deed of trust, or contract. Any such assignment shall not be effective, however, unless and until written notice of such assignment is made to the secretary.

SECTION 2.9 QUORUM -- OWNERS MEETING.

Except as otherwise required by law, from and after the date on which Declarant sells, transfers, or conveys its last remaining interest in any of the Lots comprising the Subject Property, the presence at any meeting, in person, by proxy, or by mailed written ballot or absentee ballot, of the authorized representative of the Owner representing at least thirty-five percent (35%) of the total votes of all Owners, shall constitute a quorum. If any meeting of the Owners cannot be held due to lack of a quorum, then the Owners present may adjourn the meeting to any time and place designated in such motion to adjourn.

SECTION 2.10 MAJORITY VOTE.

At any properly-noticed meeting at which a quorum is present, the affirmative vote of a majority of all votes represented at the meeting, in person or by proxy, and entitled to vote on the matter shall be required for all decisions of the Owners and shall be binding upon all Owners for all purposes, unless the vote of a greater or lesser number is required by law, the Declaration of CC&Rs, the Road Maintenance Declaration, or these Bylaws.

ARTICLE III - DIRECTORS

SECTION 3.1 BOARD OF DIRECTORS.

Except as otherwise provided herein or in the Declaration, the affairs of the Association shall be governed by a Board of Directors of the Association ("Board"). From and after the Declarant's sale, transfer, or conveyance of Declarant's last interest in any of the Lots comprising the Subject Property, the Board shall consist of three (3) to five (5) directors, each of which shall be an Owner of a Lot.

SECTION 3.2 BOARD -- POWERS AND DUTIES.

The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except those which by law or by the Declaration of CC&Rs, the Road Maintenance Declaration, and/or by these Bylaws may not be delegated to the Board by the Owners. Such powers and duties of the Board shall include, but shall not be limited to the following:

- (a) the administration and enforcement of the covenants, conditions, restrictions, reservations, and easements created by the Declaration of CC&Rs and/or the Road Maintenance Declaration;
- (b) the entering into agreements with other Persons, including, without limitation, easements, licenses, leases and other agreements, with or without the vote or consent of the Owners, Mortgagees, insurers, or guarantors of Mortgages, or of any other Person, for facilities and/or services that serve the Association;
- (c) the levy and collection of assessments from the Owners, expressly subject to the limitations and provisions set forth in the Declaration of CC&Rs and/or the Road Maintenance Declaration;
- (d) the employment and dismissal of the personnel necessary for the maintenance and operation of the Association;
- (e) the adoption and amendment of rules and regulations to effectuate and carry out the provisions of the Declaration of CC&Rs, the Road Maintenance Declaration, and these Bylaws, provided, however, that such rules and regulations adopted and amended by the Board shall not conflict with the Declaration of CC&Rs, the Road Maintenance Declaration, or these Bylaws;
- (f) the opening of a bank account on behalf of the Association and designation of the signatory required therefore, and making all deposits and payments required by the Declaration of CC&Rs, the Road Maintenance Declaration, or these Bylaws;

- (g) the purchasing and maintaining of such insurance as the Board, in its discretion, deems necessary or prudent to protect the Association and the Owners;
- (h) any action, taken in good faith, that it deems necessary or appropriate to protect the collective interests and general welfare of the Owners;
- (i) the execution and, as applicable, the recordation, on behalf of all Owners, of any amendment to the Declaration of CC&Rs, the Road Maintenance Declaration, or these Bylaws that is approved by (A) the vote or consent necessary to authorize such amendment and (B) Valley County; and
- (j) the exercise of all of the powers and privileges necessary or appropriate to perform all duties of the Association that are to be assumed and performed by the management body as permitted by the HOA Act and/or the Nonprofit Corporation Act, contemplated by these Bylaws, and as provided for in the Declaration of CC&Rs, the Road Maintenance Declaration, or these Bylaws.

SECTION 3.3 MANAGING AGENT AND MANAGER.

The Board may employ for the Association a person or entity at a level of compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to such person or entity all necessary powers. The Board shall not enter into any agreement or contract for services with a term of more than one year. All such agreements or contracts shall be terminable by the Board, for any reason or for no reason, upon sixty (60) days written notice.

SECTION 3.4 DIRECTORS - APPOINTMENT, ELECTION, AND TERM.

The number and process by which directors are appointed or elected shall be as set forth in these Bylaws.

For so long as Declarant owns or retains any interest in one or more Lots, Declarant shall be authorized and entitled, at its unfettered discretion, either to act and serve as the Board, and to take all actions the Board is authorized to take, or to appoint directors to the Board. The first Board election shall occur within ninety (90) days of the date on which Declarant sells, transfers, or conveys its last interest in any of the Lots comprising the Subject Property.

Except as otherwise provided herein, each of the five (5) positions on the Board shall be subject to annual election by the Owners, with each Lot having but one (1) vote for each of the five (5) Board positions in such election, regardless of the number of Persons qualifying as Owners of such one Lot. The election may be held in person or via electronic mail, or by other means, in the Board's discretion. Prior to such election being held, any Owner may nominate itself as a candidate for one, and only one, of the five (5) positions on the Board. For each of the five (5)

Board positions, the Owner candidate receiving the most votes shall be deemed to have won that position.

From and after the date on which Declarant sells, transfers, or conveys its last remaining interest in any of the Lots comprising the Subject Property, each director shall serve a term of twelve (12) months. Notwithstanding the foregoing, a duly-appointed or duly-elected director shall hold office until its successor has been appointed by Declarant or elected by the Owners, as the case may be. There shall be no limit on the number of terms, whether consecutive or not, that a director may serve.

SECTION 3.5 REMOVAL OF DIRECTORS.

For so long as Declarant owns or retains any interest in one or more Lots, Declarant shall be authorized and entitled to remove any director for any reason, or for no reason. From and after the date on which Declarant sells, transfers, or conveys its last remaining interest in any of the Lots comprising the Subject Property, any one (1) or more of the directors may be removed, with or without cause, by a majority vote of the Owners at any special meeting of the Owners called for such purpose. At such meeting, prior to conducting the vote on a director's removal, the subject director shall be given an opportunity to be heard. Upon removal of a director, an election shall be immediately held, during the same meeting at which the prior director was removed, for a successor director.

SECTION 3.6 VACANCIES.

For so long as Declarant owns or retains any interest in one or more Lots, Declarant shall be authorized and entitled to appoint directors to fill any vacancies on the Board.

From and after the date on which Declarant sells, transfers, or conveys its last remaining interest in any of the Lots comprising the Subject Property, following removal of a director as provided herein, an election shall be immediately held during the same meeting at which the prior director was removed, for a successor director to fill the vacancy.

From and after the date on which Declarant sells, transfers, or conveys its last remaining interest in any of the Lots comprising the Subject Property, a vacancy resulting from the resignation of a director shall be filled by appointment of the Board, upon a majority vote of the directors then on the Board.

SECTION 3.7 REGULAR MEETINGS OF THE BOARD.

Regular meetings of the Board may be held at such time and place as shall be reasonably determined from time to time by a majority of the directors on the Board, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each director on the Board by personal service or by first class or registered mail no fewer

than fourteen (14) calendar days before the date of such meeting, which notice shall state the time and place of the meeting, and shall include an agenda outline for such meeting. In designating such reasonable place or time, the Board may elect to have such meetings be held: (i) in person, or (ii) remotely, utilizing any means of communication by which all members participating may simultaneously hear or see each other during the meeting, or (iii) a hybrid meeting providing for both in-person and remote participation, by designating and providing notice of the time and manner of participation, together with instructions on how remote participation can occur.

SECTION 3.8 SPECIAL MEETINGS OF THE BOARD.

Special meetings of the Board may be called by the president of the Board or by any two (2) directors on no fewer than fourteen (14) calendar days' notice to each director, given personally or by first class or registered mail, which notice shall state the time and place and purpose of the meeting. The time and place of such a meeting shall be in accordance with the provisions of Section 3.7 above.

SECTION 3.9 WAIVER OF NOTICE.

Any director may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall constitute a waiver of notice by him or her of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 3.10 QUORUM.

At all meetings of the Board, a majority of the directors then holding office shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If, at any meeting of the Board, there shall be less than a quorum present, a majority of those present may adjourn the meeting.

SECTION 3.11 COMPENSATION.

No compensation shall be paid to the directors.

SECTION 3.12 LIABILITY AND INDEMNIFICATION OF DIRECTORS, OFFICERS, MANAGER, AND MANAGING AGENT.

The directors and officers shall not be liable to the Association or the Owners for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each director and officer and the manager or managing agent, if any, against all contractual liability to others arising out of contracts made by the Board, officers, manager, or managing agent on behalf of the Association unless any such

contract shall have been made in bad faith or contrary to the provisions of the Governing Documents. Each director and officer, and the manager or managing agent, if any, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed upon them in connection with any proceeding to which they may be a party, or which they may become involved, by reason of being or having been a director, officer, manager, or managing agent, and shall be indemnified upon any reasonable settlement thereof; provided, however, there shall be no indemnity if the director, officer, manager, or managing agent is adjudged guilty of willful nonfeasance, misfeasance, or malfeasance in the performance of such director's, officer's, manager's, or managing agent's duties.

ARTICLE IV - OFFICERS

SECTION 4.1 DESIGNATION.

The principal officers of the Association shall be the president, vice president, secretary and treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, and an assistant secretary, and such other officers as in its judgment may be necessary. Officers may be members of the Board or the Board may elect individuals who are not members of the Board to these positions. Any two (2) or more offices may be held by the same Person, except that the offices of president and secretary shall be held by two different Persons.

SECTION 4.2 ELECTION OF OFFICERS.

The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

SECTION 4.3 REMOVAL OF OFFICERS.

Upon the affirmative vote of a majority of the directors present at any properly-noticed meeting of the directors at which a quorum is present, any officer may be removed, either with or without cause, and a successor officer appointed.

SECTION 4.4 PRESIDENT.

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Board. The president shall have all of the general powers and duties which are incident to the office of president of a corporation organized under the Nonprofit Corporation Act, including, but not limited to, the power to appoint committees among the Owners from time to time as the president, in its discretion, may decide is appropriate to assist in the conduct and affairs of the Association.

SECTION 4.5 VICE PRESIDENT.

The vice president shall take the place of the president and perform its duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board shall appoint some other director to act in the place of the president on an interim basis. The vice president shall also perform such other duties as from time to time may be imposed upon it by the Board or by the president.

SECTION 4.6 SECRETARY.

The secretary shall: (i) keep the minutes of all meetings of the members and of the Board; (ii) have charge of such books and papers as the Board may direct; (iii) authenticate records of the Association; and (iv) in general, perform all the duties incident to the office of secretary of a corporation organized under the Nonprofit Corporation Act.

SECTION 4.7 TREASURER.

The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The treasurer shall be responsible for the deposit of all money and other valuable effects in the name of the Board or the managing agent in such deposit as may from time to time be designated by the Board, and the treasurer shall, in general, perform all the duties incident to the office of the treasurer of a corporation organized under the Nonprofit Corporation Act.

SECTION 4.8 AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.

All agreements, contracts, deeds, checks and other instruments of the Association shall be executed by the president and one of (i) the vice president, (ii) the secretary, or (iii) the treasurer.

SECTION 4.9 COMPENSATION OF OFFICERS.

No officer shall receive any compensation from the Association for acting as such.

ARTICLE V - OPERATION

SECTION 5.1 BUDGET AND ASSESSMENTS.

The Board shall prepare an estimated budget based upon any maintenance and management obligations. Thereafter, the Board shall make such Assessments as are authorized or required under the Declaration of CC&Rs, the Road Maintenance Declaration, or these Bylaws.

All Owners shall be obligated to pay the Assessments levied by the Board, as more fully detailed in the Declaration of CC&Rs, the Road Maintenance Declaration, or elsewhere in these Bylaws; and the Board hereby is empowered to take all of the steps and exercise all of the powers

with regard to assessments provided in the Declaration of CC&Rs, the Road Maintenance Declaration, or these Bylaws.

SECTION 5.2 INSURANCE.

The Board shall obtain and maintain, to the extent it deems desirable, any insurance upon any property owned by the Association, or otherwise. The Board shall be required to obtain and maintain workmen's compensation insurance if required for any employee of the Association.

SECTION 5.3 ABATEMENT AND ENJOINMENT OF VIOLATIONS OF MEMBERS.

The violation of any rule or regulation adopted by the Board, or the breach of any bylaw contained herein, or the breach or violation of any of the rules, regulations, and restrictions contained in the Governing Documents shall give the Board the right, in addition to any other rights set forth in the Declaration of CC&Rs, the Road Maintenance Declaration, or these Bylaws:

- (a) to enter the Lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting/breaching/violating Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions of the Governing Documents, or rule or regulation adopted by the Board, and by its exercise of this authority the Board shall not be deemed guilty in any manner of trespass; and/or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, the continuance of any such breach.

SECTION 5.4 RIGHT TO ACCESS.

Each and every Owner shall, subject to the terms and provisions of the Governing Documents, have a right of access to any Common Area. This right to access shall include the rights of ingress and egress to such Common Area; provided, however, that said right to access and ingress and egress shall not be exercised to the detriment of any other Owner or the Association.

SECTION 5.5 RULES AND REGULATIONS.

The Board may make such reasonable rules and regulations governing the use of the Lots, which rules and regulations shall be consistent with the rights and duties of the Board, the Owners, and residents of Lots, as set forth in the Governing Documents. Such rules and regulations shall be adopted using the same procedures and notice set forth herein for any affirmative action by the Board. Such rules and regulations shall be adopted by a majority vote of the Board. Upon approval of rules and regulations by the Board, such shall be immediately effective upon their mailing to

each Owner. The rules and regulations may be amended and adopted from time to time, by majority vote of the Board, as the Board deems appropriate or necessary.

SECTION 5.6 STATEMENT OF ACCOUNT.

Upon fourteen (14) days' written notice to the Board and the payment of a fee, if any, reasonably required by the Board, any Owner requesting a statement of account shall be provided such a statement of account indicating the amount of any unpaid assessments or other charges due and owing from such Owner.

SECTION 5.7 MAINTENANCE.

All Owners shall utilize and maintain their respective Lots and, if any, the Common Area, consistent with the provisions of the Governing Documents.

SECTION 5.8 MEETINGS - ORDER OF BUSINESS.

The order of business at all meetings of the Association, whether a meeting of the Owners or a meeting of the Board, or otherwise, shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Report of officers;
- (e) Report of Board;
- (f) Report of committees;
- (g) Election of inspectors of election (when so required);
- (h) Unfinished business;
- (i) New business.

ARTICLE VI - AMENDMENT TO BYLAWS

SECTION 6.1 AMENDMENT TO BYLAWS.

These Bylaws, and every part hereof, may from time to time and at any time be amended, altered, and/or repealed, and/or new or additional Bylaws may be adopted, as set forth herein.

Declarant, at any time and for any reason or for no reason, shall be authorized and entitled, at its unfettered discretion, to unilaterally adopt, amend, alter, and/or repeal Bylaws.

From and after the Declarant's sale, transfer, or conveyance of Declarant's last interest in any of the Lots comprising the Subject Property, the Association, by an eighty percent (80%) vote of the Board; or by the affirmative vote of the Owners holding at least eighty percent (80%) of all votes of the Association, may amend, alter, and/or repeal Bylaws, and/or adopt new or additional Bylaws; provided, however, that: (i) the Board may not adopt a Bylaw or amendment changing the authorized number of directors; (ii) neither the Board nor the Owners shall have authority to adopt, amend, or repeal any Bylaw that proscribes, in any way, the Declarant's unilateral right to amend, alter, and/or repeal these Bylaws, or to adopt new or additional Bylaws; and (iii) if either the Declarant or the Owners adopt, amend, or repeal any Bylaw, then the Board may not thereafter amend the same in any manner that would defeat or impair the object of the Declarant or the Owners in taking such action.

ARTICLE VII DECLARATIONS AND ARTICLES

SECTION 7.1 TERMS DEFINED ELSEWHERE; UNDEFINED TERMS.

Terms capitalized but undefined herein shall have the same meaning and definition as set forth in the other Governing Documents, unless specifically indicated to the contrary herein.

SECTION 7.2 ACTION WITHOUT A MEETING.

Any action that the HOA Act, the Nonprofit Corporation Act, or the Governing Documents permits the Owners or the Board to take at a meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by all of the Owners or directors entitled to vote on such matter. The consent, which shall have the same effect as a unanimous vote of the Owners or directors, shall be filed in the records as minutes of the Association.

SECTION 7.3 CONFLICTS.

These Bylaws are intended to comply with the HOA Act, the Nonprofit Corporation Act, and the Governing Documents. In the event of irreconcilable conflict between the provisions of the HOA Act, the Nonprofit Corporation Act, and any of the Governing Documents, the HOA Act and/or the Nonprofit Corporation Act shall control over the Declaration of CC&Rs and/or the Declaration of Private Roads, and/or the Road Maintenance Declaration, and/or these Bylaws. All interpretations of the Governing Documents shall be harmonized, to the extent possible.

SECTION 7.4 SEVERABILITY.

The provisions of these Bylaws are declared to be severable. If any provision or other part of these Bylaws is declared invalid, illegal, unenforceable, or void by a court of competent

jurisdiction, then such invalidity, illegality, unenforceability, or voidness shall not impair or affect, in any manner, the validity, enforceability, or effect of the remainder of these Bylaws.

SECTION 7.8 INTERPRETATION.

As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

DATED this 9th day of November, 2022.


FOR DECLARANT:

Ryan Schneider
Ryan Schneider

**FOR SADDLE ROCK OWNERS
ASSOCIATION, INC., an Idaho non-profit
corporation:**

By: Ryan Schneider
Ryan Schneider, Director

By: Heidi Schneider
Heidi Schneider, Director

By: 
Clark Wardle LLP, Director
Joshua J. Leonard, Partner