

AMENDED AND RESTATED BYLAWS
STARWEATHER OWNERS' ASSOCIATION, INC.

These Amended and Restated Bylaws of the Starweather Owners' Association, Inc., effective upon being signed, replace all other bylaws or amendments to the bylaws, whether recorded or not, of the Starweather Owners' Association, Inc.

ARTICLE I
GENERAL PROVISIONS

1.1 Name and Type. The name of the corporation is the Starweather Owners' Association, Inc. (the "Association"). The Association is an Idaho nonprofit corporation formed and governed by Law, specifically the Idaho Nonprofit Corporation Act.

1.2 Definitions. Unless expressly indicated to the contrary, the terms in these Bylaws shall have the same meaning as those terms in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Starweather Subdivision as amended, most recently recorded in the real property records of Blaine County, Idaho (any currently recorded version of recorded amendment is referred to as the "Declaration").

1.3 Purpose. The purpose of the Association is to exercise its powers and performing its duties as set out in the Articles of Incorporation or any amendments on file with the Idaho Secretary of State (the "Articles") and the Declaration and any documents arising out of the Articles or Declaration.

1.4 Members. Each Lot represents one (1) Member or Membership in the Association, which is owned by the fee-simple title holder or collectively by multiple title holders to the Lot, referred to as "Owner" in the Declaration. The Association shall, at all times, have fifty-four Members, as defined in the Act and the Declaration. One Membership shall be appurtenant to one Lot and shall not be transferred, pledged, or alienated in any way except upon the transfer of legal and equitable title to a Lot, and then only one Membership to one or more transferees of fee-simple title. Any attempt to make a prohibited transfer shall be void and there shall always be 54 (fifty four) Members of the Association. Any transfer of legal and equitable title to a Lot shall operate automatically to transfer one Membership to the new Owner or Owners of that Lot.

1.5 Conflicts. In case any of these Bylaws conflict with the provisions of the Declaration, the provisions of the Declaration shall control.

1.6 Organization. The Association is a nonprofit corporation incorporated under the provisions of the Idaho Nonprofit Corporation Act, Idaho Code Section 30-30-101, *et seq.* ("Act"). The Association shall engage in no activity which jeopardizes its nonprofit status.

1.7 Voting. In all matter in which Members may vote, each Member is entitled to one (1) vote, except in Directors elections, in which voting shall be cumulative. Voting privileges are suspended for any time a Member is not current on assessments, as of the beginning of a Special or Regular Meeting or time ballots are sent out. The right to vote shall be restored upon payment

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of an assessment account balance in full. In the event the Owners of a Lot are not in agreement as to the vote of the Membership interest of the Lot, the Lot shall not have a vote on the matter in which the Owners are in disagreement.

1.8 Principal Office. The principal office of the Association shall be any reasonable location in Blaine County, Idaho, as determined by the Board of Directors (the “Board”) and if not so determined, the home address of the President (as defined below).

1.9 Registered Agent. The Association shall continuously maintain a registered office and a registered agent in the State of Idaho, as determined by the Board and as required by the Act.

1.10 Application. These Bylaws apply to all present and future Members, mortgagees, and the tenants, guests, and invitees of the Members or anyone owning any interest in a Lot.

1.11 Digital Communication and Notice Attendance Policy. Unless otherwise specified, anywhere in these Bylaws that mentions written communication or notice, includes without limitation, US Mail, personal delivery, all forms of electronic or digital communication, such as, fax, email, an Association social media page or website, or any future means, but specifically excludes text messages or instant messaging of any kind.

1.12 Digital Attendance Policy. Unless otherwise specified, anywhere in these Bylaws that mentions attendance at a meeting includes only attendance in person, attendance by telephone, or attendance by video conferencing provide that attendance by telephone or video conferencing allows each attended, when not muted, to speak to and hear all other attendees.

ARTICLE II MEETING OF MEMBERS

2.1. Place of Meetings. All meetings of Members shall be held at the principal office of the Association or any place the Board approves, including solely by video or tele conference, and such meeting place or virtual meeting place must be designated in the notice of any meeting.

2.2. Annual Meetings. The annual meeting of the Members shall be held ~~in February of each year or, upon Board resolution of the Board, on another date~~, provided that there is at least one annual meeting in each calendar year and one annual meeting at least every fourteen (14) months. At the annual meeting of the Members, Directors shall be elected, reports of the Association’s affairs shall be considered, and any other business may be transacted which is within the power of the Members.

2.3. Special Meetings. Special Meetings of the Members may be called by any two (2) Directors, the President, or, upon the written demand to any Officer, in accordance with the Act.

2.4. Adjourned Meetings. Any Members’ meeting, annual or special, whether or not a quorum is present, may from time to time be adjourned by the vote of a majority present. At the adjourned meeting, any business may be transacted, which might have been transacted at the meeting at which such adjournment is taken.

2.5. Recording of Meetings. If any single attendee of a meeting objects to recording a meeting, the meeting shall not be recorded.

2.6. Notice of Meetings. The Association shall give written notice of annual or special meetings of Members to each Member, specifying the place, day and hour of the meeting, in Mountain Time, and the general nature of the business to be transacted, and if it is a special meeting of the Members, a description of the matter or matters for which the meeting is called, and whether action is proposed to be taken requiring the approval of the Members, not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by US mail or other means of written communication, addressed to the Member at a mailing address, email address, fax number, or by other electronic means, pursuant to Section 1.11. However, unless the Member provides electronic communication information, the Association shall use the name and address on file for that Member with the Blaine County Assessor's Office for providing all property tax notifications. Providing additional notice of a meeting previously adjourned to a different date, whether annual or special, is not necessary unless the meeting is adjourned for more than forty-five (45) days before the date of the next meeting.

2.7. Quorum. The presence in person, by digital attendance, or by proxy of over 50% (fifty percent) or over 28 (twenty-eight) Members shall constitute a Quorum at all Member meetings. A quorum is necessary to conduct Association business or make decisions binding the Association. If less than a quorum is present, any meeting is informal for informational purposes, only.

2.8. Majority Vote. The vote of a majority of the Members at a meeting at which a quorum is present shall be binding upon the Association and all Members for all purposes except where the Governing Documents require a higher percentage. Unless 33 (thirty-three) Members or sixty percent (60%) or more of the voting power is present in person, by proxy, or by absentee ballot, the only matters that may be voted upon at an annual or special meeting of Members are those matters that are described in the meeting notice.

2.9. Member Decisions by Ballot. Members may make any decisions by ballots in accordance with the Act. The vote of a majority of the Members by ballot shall be binding upon the Association and all Members for all purposes except where the Governing Documents require a higher percentage. Once received by the Association, a written ballot may not be revoked unless a separate ballot is received prior to the original ballot's deadline.

2.10. Proxies. Except for Special Meetings of the Members called by six (6) or more Members, the Association shall send a proxy for each Member meeting to each Member. Proxies completed by the Members shall then be sent to the Secretary or Agent and must be received prior to the Member meeting. No proxy shall extend beyond the period of nine (9) months, may be withdrawn at any time, and shall automatically cease upon the sale of the Member's lot, or upon the death or incapacity of the Owner(s) executing the proxy statement. If a lot is owned by multiple Owners, the signature of one of the Owner's is valid for the proxy, provided that the other Owners do not object in writing to the Secretary.

2.11. Order of Business. The business at all Annual meetings shall include, without limitation, include the following:

- a. Roll Call to establish a quorum; if no quorum postpone/reschedule meeting;
- b. Proof of Notice of the Meeting;
- c. Approving any prior unapproved Member Meeting Minutes;
- d. Current Board and Officers Report;
- e. Election of Directors and Officers;
- f. Old Business;
- g. New Business; and
- h. Adjournment, upon conclusion of discussion and vote on any motions.

ARTICLE III BOARD OF DIRECTORS

3.1. 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 contemplated in the Governing Documents that are the powers and duties of the Board or Association, except those which are prohibited by Law or may not be delegated to the Board under the Governing Documents.

3.2. Agent and Other Professionals. The Board may hire such third parties for the Association, including without limitation an Agent, professionals or third parties, at a rate of compensation that the Board may determine.

3.3. Number. The Board shall be comprised of five (5) Directors, all of whom must be Owners or bona fide representatives of Members such as trustees of a trust, officers of a corporation, or members of a company.

3.4. Election and Term of Office. Directors terms are two years. Directors' terms are staggered. The terms of three (3) Directors shall expire at the annual meeting of the Members with three (3) Directors terms expiring at the annual Member meetings in even years and two (2) Directors terms expiring at the subsequent Annual Meeting of the Members. If Directors are not elected at an annual meeting of the Members for whatever reason, the Directors shall remain in office until their replacements are elected or appointed.

3.5. Vacancies. Director vacancies shall exist in (i) the case of the death, resignation, or removal of any Director; (ii) upon the Director no longer being an Owner or bona fide representative of a Member; or (iii) upon the vote of the majority of the Members at a special meeting called for such purpose.

3.6. Filling Vacancies. Vacancies on the Board shall be filled by the majority vote of the remaining Directors, even if the number of remaining Directors is less than a quorum of the Board. If the Board accepts the resignation of a Director tendered to take effect at a future time, the Board may elect a successor to take office when the resignation becomes effective. A

reduction of the authorized number of Directors does not remove any Director prior to the expiration of his term of office.

3.7. Annual and Regular Meetings. Annual and/or regular meetings of the Board shall be held at any place within Blaine County, or virtually by video or tele conference, at such times and on such dates as authorized and provided from time to time by the President or Board resolution. In the absence of such designation, other regular meetings of the Board shall be held at the principal office of the Association. A regular meeting of the Board shall be held after each annual meeting of the Members to, without limitation, elect officers and such meeting shall not require notice to the Board.

3.8. Special Meetings. Special meetings of the Board may be called at any time by two Directors. Special meetings of the Board must include those items to be discussed in the meeting call.

3.9. Notice of Board Meetings – Directors. All Board meetings, excepting the meeting after the annual meeting of the Members, shall be noticed to all Directors at least 48 (forty-eight) hours prior to the meeting. Each Director agrees that notice in email suffices for notice.

3.10. Board Meetings – Member Notice and Attendance. All Board meetings, excepting the meeting after the annual meeting of the Members, shall be noticed to all Members by email at least 48 (forty-eight) hours prior. All Members or their bona fide representatives shall be able to attend all Board meetings, excepting executive session.

3.11. Quorum. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, unless the purpose of the meeting is to fill vacancies if less than a quorum of the Board exists. Every act or decision done or made by a majority of the Directors present shall be regarded as the act of the Board, unless a greater number is required by Law or by the Articles. If less than a quorum is present, any Board meeting is informal for informational purposes, only.

3.12. Action Without Meeting. Any action required or permitted by law to be taken by the Board may be taken without a meeting, if each member of the Board signs a written consent to that action and all the consents are filed with the corporate records. Action by written consent shall have the same force and effect as a unanimous vote of those Directors or committee members. Any certificate or other document, which relates to action taken, shall state that the action was taken by unanimous written consent of the Board or committee without a meeting.

3.13. Dissent. A Director of the Association who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken, unless a dissent or “No” vote is entered in the meeting minutes. A Director cannot change a vote after voting, unless a motion is amended and the Director does not agree with the amended motion.

3.14. Place of Meetings. Board meetings may be held anywhere in Blaine County, Idaho or solely by video conferencing or telephone. All meetings, even if held at a physical location, shall be accessible by any Director through video conferencing or telephone which all those

participating in the meeting to hear each other at the same time. Participation by such means shall constitute the presence of the Director.

3.15. **Compensation.** Directors and Officers shall not receive any compensation for their services to the Association, except for reimbursement of reasonable, Board approved expenses incurred on the Association's behalf.

3.16. **Conflict of Interest.** Directors shall not participate in a discussion or vote on matters in which the Director has a direct personal or financial interest that conflicts with being a Director. Direct conflict of interest does not include the personal investment every Director has in real property in the Starweather Subdivision. Any direct conflict such as being a party to or owner of any interest in an entity with a contract or in a financial transaction with the Association, or decisions that financially benefit a member, their family or associate other than increasing the value in the Director's real property located in the Starweather Subdivision must be disclosed to the Board. All disclosures, participants in discussion and resulting vote and decision will be documented in a meeting minutes.

ARTICLE 4 OFFICERS AND AGENTS

4.1. **Election.** The Officers of the Association shall be a President, Vice President, Secretary, and Treasurer. No Director may concurrently hold more than one (1) Officer position.

4.2. **Term.** Officers shall be elected at each Board meeting following the Annual Meeting of the Members and serve until the next such meeting or until the officer position is removed by the Board.

4.3. **General Authority.** The Officers shall have such authority, duties, and powers as may be assigned to them from time to time by the Board and, to the extent consistent therewith and with other provisions of these Bylaws, shall have the authority to perform the duties and exercise the powers in the management of the Association usually incident to the offices held by them.

4.4. **President.** The President shall preside at all meetings of the and be the principal executive Officer of the Association. The President shall, in general, supervise and oversee the business and affairs of the Association. He or she shall sign contracts or other instruments which the Board has authorized to be executed and, in general, shall perform all duties incident to the office of President and such other duties as may from time to time be assigned by the Board.

4.5. **Vice Chair.** The Vice Chair shall exercise all the powers and discharge all the duties of the Chair in the absence of the Chair or upon the request of the Chair.

4.6. **Secretary.** The Secretary shall keep the minutes of the Board meetings, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, and, in general, perform all duties incident to the office of Secretary, and such other duties as from time to time might be assigned to him or her by the Chair.

4.7. Treasurer. The Treasurer shall periodically review all financial reports of the Association and shall report on the Associations financial standing, when appropriate. The Treasurer shall assist in the preparation of the budget, make financial statements available to Directors, and provide financial information to the public as required by law or determined by the Board.

ARTICLE V CORPORATE RECORDS AND REPORTS

5.1. Corporate Records. The Association shall keep, as permanent records, in written form or in another form capable of conversion into written form within a reasonable time, all documentation as required by Law and/or as determined by a resolution of the Board. To the extent that any such permanent records are kept electronically, electronic files shall be electronically backed up, regularly, by a reputable cloud document storage vendor. Each Director, within reason and by providing reasonable notice to the Board and the Agent, may inspect all corporate records; however, if the Agent, for any reason, feels that such requests are onerous or not requested in good faith, the Agent may require a Board resolution prior to allowing inspection. Notwithstanding the above, the following shall be maintained by the Association:

- a. Minutes of all meetings of the Members and Board and all actions taken by the Members or Board without a meeting, and a record of all actions taken by Board committees;
- b. Appropriate accounting records, in accrual form, that include at least a balance sheet as of the end of each fiscal year and statement of operations for that year and any and all tax filings;
- c. A record of its Members in a form that permits preparation of a list of the names and addresses of all Members, in alphabetical order, showing the number of votes each Member is entitled to cast;
- d. Articles or restated articles of incorporation and all amendments currently in effect;
- e. Bylaws or restated bylaws and all amendments currently in effect;
- f. Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations and obligations of Members;
- g. All written communications (e.g., notices and announcements) that the Association makes to the general Member population within the past seven (7) years, including the financial statements furnished for the past seven (7) years under Idaho Code section 30-3-134;
- h. A list of the names and business or home addresses of its current Directors; and
- i. The most recent annual report delivered to the Idaho Secretary of State.

5.2. Distribution of Corporate Records to the Members. The Board shall distribute those Corporate Records required to be distributed under the Act to the Members, in accordance with the Act.

5.3. Corporate Instruments. The Board may, in its sole discretion, determine the method and designate the person or persons, to execute any corporate instrument, check or other document, or to sign the corporate name, without limitation; except where otherwise provided by law or by the Bylaws; and that execution or signature shall be binding upon the Association.

5.4. Indemnification. No Personal Liability. No Director, officer, volunteer, or committee member (including ARC members) of the Association shall be personally liable to any Member or Owner of any interest in a Lot or to any third party for any claim damage, loss or prejudice suffered or claimed by, or to, persons or property on account of any negligent act or omission of the member of the Board or member of a committee provided that such member acted without compensation or personal benefit and in good faith without willful or intentional misconduct or fraud. Accordingly, excepting malfeasance, gross negligence, illegal acts, or compensation, the Association shall defend and indemnify each Director, officer, and committee member. ARC committee members shall be defended and indemnified even if such committee members are compensated.

ARTICLE VI MISCELLANEOUS

6.1. Amendment. These Bylaws may be amended, altered, or repealed by the affirmative vote of a majority of the Members.

6.2. Provisions Severable and Headings. Every provision of these Bylaws is intended to be severable, which means that if any part of these Bylaws is invalid, the remaining portions of these Bylaw shall not be invalidated. The headings or captions used in these Bylaws are for reference purposes only and are not intended to be used or relied upon in interpreting these Bylaws.

6.3. Governing Law and Venue. These Bylaws shall be governed by, construed, and enforced in all respects in accordance with the laws of the State of Idaho. Any claims shall be brought in the Fifth Judicial District of Idaho, County of Blaine.

6.4. No Waiver. No waiver of any breach by a party of the terms of these Bylaws shall be deemed a waiver of any subsequent breach of these Bylaws.

6.5. Time is of the Essence. Time and timely performance are of the essence of these Bylaws.

CERTIFICATE OF ADOPTION

I certify as follows:

I am the elected, qualified and acting Association President and these Bylaws were approved in writing effective _____, 2025, by at least 51% of the Members and are currently effective and completely revoke and replace all prior Association Bylaws.

By _____
Mike Smith, President