

**BYLAWS
OF
SUNSET VIEW ESTATES HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I.
NAME AND NATURE OF CORPORATION**

The name of the homeowner's association is Sunset View Estates Homeowners Association, Inc. ("Association"). The Association is a non-profit corporation organized pursuant to the laws of the State of Idaho.

**ARTICLE II.
PRINCIPAL OFFICE**

The principal office and place of business of the Association shall be located at 17122 E. Ririe Hwy., Ririe, ID 83443 or at such other location or locations within or without the State of Idaho as may be determined by the Board of Directors from time to time. The mailing address of the Association will be 17122 E. Ririe Hwy., Ririe, ID 83443.

**ARTICLE III.
APPLICABILITY**

The provisions of these Bylaws are applicable to the Sunset View Estates Subdivision located in Jefferson County, State of Idaho, as per that plat recorded as Instrument number 498080 (the "Plat"). Said development is referred to below as the "Property." All present and future owners and their tenants, future tenants, employees, and any other persons who might use a portion of the Property or its facilities in any manner, are subject to the regulations set forth in these Bylaws, the Articles of Incorporation for the Association (the "Articles"), the Declaration of Covenants, Conditions & Restrictions for the Sunset View Estates Subdivision (the "Declaration"), any reservations of easements, and any other procedures, rules, regulations or policies adopted under such documents by the Association, all as now exist or as may hereafter be amended or modified. The mere act of occupancy of any portions of any Lot shall signify that these Bylaws are accepted and ratified, and will be observed. The terms and conditions of the Declaration as well as any defined terms not otherwise defined herein are expressly incorporated in these Bylaws by reference.

**ARTICLE IV.
MEMBERSHIP**

Section 4.1 Membership. Each owner of a "Lot", as depicted on the Plat, (each an "Owner") shall be a "Member" of the Association.

Section 4.2 Voting Requirements. Any action by the Association that requires the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power of the Association. Except as otherwise provided in the Declaration, the Articles, these Bylaws, or by law, the vote of a

majority of the voting power present at any meeting (in person or by proxy) shall constitute the vote of the Members.

Section 4.3 Joint Owner Disputes. The vote for a Lot must be cast as a single vote, and the vote assigned to a particular Lot shall not be fractionalized or split. If joint Owners are unable to agree how their vote shall be cast, they shall lose their right to vote on the matter in question.

ARTICLE V. MEETING OF MEMBERS

Section 5.1 Annual Meeting. An annual meeting of the Members shall be held at the Property, or by video conference if approved by the Board, at a time, place and location determined by the Board, or at such other location as close as possible to the Property as the Board may select. The purpose of the meeting shall be to elect Directors and for the transaction of such other business as may come before the meeting.

Section 5.2 Special Meetings. Special meetings of the Members may be called by the President or by a majority of the Board. A special meeting may also be called by not less than fifty percent (50%) of the voting power of the Association.

Section 5.3 Notice of Meeting. At the direction of the President, the Secretary, or the officers or persons calling the meeting, written notice of regular and special meetings shall be given by the Secretary to all Members in the manner specified for notices under these Bylaws. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, or when required by statute, the purpose or purposes for which the meeting is called. Except in the case of an emergency, notice shall be delivered to each Member entitled to vote at such meeting not less than ten (10) days or more than fifty (50) days prior to the date of such meeting. In case of a special meeting or when required by statute or these Bylaws, the purposes for which the meeting is called shall be stated in the notice. Meetings of the Members shall be held at the Property or by video conference at a meeting place as close thereto as possible.

Section 5.4 Quorum. Thirty-three and 34/100 percent (33.34%) of the voting power of the Association, in person or by proxy, shall constitute a quorum for the conduct of regular business of the Association. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum.

Section 5.5 Proxies. At all meetings of Members, a Member entitled to vote may vote in person or by proxy. All proxies shall be in writing, signed by the Member, and filed with the Secretary before the appointed time of each meeting. All proxies shall be valid only for the meeting for which the proxies are given, except that a proxy shall continue in effect in the event the meeting is reconvened at a later time after adjournment for lack of a quorum, unless otherwise provided in the proxy. Every proxy shall be revocable and shall automatically cease upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of such Member. No single Owner may hold proxies representing more than fifty

percent (50%) of the total votes in the Association.

Section 5.6 Regular Business. The regular business of the Association may be carried out by a simple majority of the voting power of the Association present, in person or by proxy, at any annual, regular or special meeting at which a quorum exists, except as otherwise stated in these Bylaws. Except as otherwise provided in these Bylaws, the Articles or the Declaration, all meetings of the Members shall be governed by Roberts Revised Rules of Order, the latest edition of which shall be available at the meeting.

Section 5.7 Action Without Meeting. Any Action which may be taken at a meeting of the Members may be taken without a meeting if a consent, in writing, setting forth the action so taken, is signed by at least eighty percent (80%) of the Members entitled to vote thereon, unless a higher percentage is required by the Declaration. Such consent shall be filed with the Secretary of the Association and shall have the same force and effect as a regular vote at a meeting.

ARTICLE VI. BOARD OF DIRECTORS

Section 6.1 Governing Body. The Board of Directors of the Association shall constitute the governing body of this Association (herein referred to as the “Board” and “Board of Directors”).

Section 6.2 Number, Qualification and Term of Directors. The Board of Directors shall initially consist three (3) Directors. Each Director will serve for a three-year term and Board members shall not serve for more than two (2) consecutive terms. The terms shall be staggered such that each of the terms of the three (3) Directors shall expire in successive years and not more than one director’s term shall expire in a single year. In the event that additional Directors are added the terms will be staggered such that the terms shall be staggered as efficiently as possible to provide for continued succession. Only one (1) Owner per Lot shall serve concurrently on the Board.

Section 6.3 Election of Board of Directors. Nominations for election to the Board of Directors may be made from the floor of the annual meeting of the Association. Additionally, the Board may appoint a Nominating Committee. The Nominating Committee may make as many nominations for election to the Board of Directors as it shall, in its discretion, determine; but not less than the number of vacancies that are to be filled.

Section 6.4 Vacancies. A vacancy in the Board because of death, resignation, removal, disqualification or otherwise may be filled by a majority vote of the remaining Directors for the remainder of the term of the Director being replaced, until a successor is elected.

Section 6.5 Quorum. The presence in person or by video conference of the majority of the Directors at any meeting of the Board shall constitute a quorum and the vote of the majority of the quorum actually present at any meeting shall constitute an action of the Board of Directors.

Section 6.6 Regular Meetings. Regular meetings of the Board of Directors shall be conducted at a time and a place within or near the Property or by video conference as may be fixed by the Board.

Section 6.7 Special Meetings. A special meeting of the Board of Directors may be called by written notice, signed by the President or by any two (2) of the Directors other than the President. Notice shall be provided to all Directors by email or shall be posted at the Property in the manner prescribed for notice of regular meetings of the Board. Special meetings of the board must be preceded by at least two (2) day notice to each director of the date, time, and place, but not the purpose, of the meeting.

Section 6.8 Waiver of Notice. Before, at or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be equivalent to giving a notice to that director. Attendance by a Director at any meeting of the Board shall be a waiver of notice to that Director of the time and the place of the meeting except where such attendance is for the limited and express purpose of objecting to the transaction of any business because the meeting is allegedly not properly called.

Section 6.9 Action By Consent of Directors. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all of the Members of the Board of Directors shall individually or collectively consent in writing to such action. The action must be evidenced by one (1) or more written consents describing the action taken, signed by each director, and included in the minutes filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

Section 6.10 Executive Session. The Board, may, with the approval of majority vote of the Directors present at a meeting with a quorum, in accordance with Idaho Code 55-3204(2). Executive Sessions shall not be open to Members.

Section 6.11 Powers and Duties. The Board of Directors has the powers and duties necessary for the administration and management of the affairs of the Association to the full extent of the law.

Section 6.12 Committee Designation. The Board may, by majority vote of the Directors at a meeting with a quorum, designate one (1) or more committees authorizing such committee or committees to act with the authority of the Board. The delegation of the duty or duties shall be specific, limited in scope, time and type of authority.

ARTICLE VII. OFFICERS OF THE ASSOCIATION

Section 7.1 Titles and Appointments of Power. The officers shall consist of a President, a Secretary, and a Treasurer. An officer, other than the President, may concurrently

hold two (2) offices. The Board of Directors, as applicable, may also appoint such other officers as the Board may deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors.

Section 7.2 Election and Term. The Board of Directors, as applicable, shall appoint the officers at the annual meeting of the Board. The term for the officers shall be one (1) year unless said officers shall resign, or shall be removed or otherwise disqualified to serve.

Section 7.3 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors, as applicable. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.4 President. The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Board of Directors and of the Members; and in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors.

Section 7.5 Secretary. The Secretary shall record the votes and keep the minutes of the meetings of the Board of Directors and of the Members in one or more books provided for that purpose; shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; shall be custodian of the Association records and of the seal of the Association, if any; and shall keep a register of the post office addresses of each Member which shall be furnished to the Secretary by such Member; and in general perform all duties incident to the office of Secretary, and such other duties as may be assigned by the President or by the Board of Directors from time to time.

Section 7.6 Treasurer. The Treasurer shall have charge of and be responsible for all funds and securities of the Association; shall receive and give receipts for monies received by the Association from any source whatsoever; and shall deposit all such monies in the name of the Association in such banks, trust companies or other depositories designated by the Association from time to time; and, in general perform all of the all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 7.7 Compensation. The officers of the Association shall not be entitled to remuneration, except to the extent that such person performed labor for and on behalf of the Association which would require the employment of individuals at an hourly wage to perform the same service or labor, or incurred expense on behalf of the Association as authorized by the Members or another officer of the Association.

ARTICLE VIII. INDEMNIFICATION AND INSURANCE

Section 8.1 Certain Definitions. For the purposes of this Article, (1) "Agent" means any person who is or was a director, officer, employee or other agent of the Association, or is or

was serving at the request of the Association as a director, officer, employee or agent of another corporation, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the Association; (2) "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and (3) "Expenses" includes without limitation attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 8.3 or paragraph (c) of Section 8.4.

Section 8.2 Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any Proceeding (other than an action by or in the right of the Association to procure a judgment in its favor) by reasons of the fact that such persons is or was an Agent of the Association, against Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such Proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, in the case of a criminal Proceeding, had no reasonable cause to believe the conduct of such persons was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal Proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such persons' duty to the Association, unless and only to the extent that the court in which such Proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the Expenses which such court shall deem proper.

Section 8.3 Expenses in Successful Defense. To the extent that an Agent of the Association has been successful on the merits in defense of any Proceeding referred to in Section 8.2 or in defense of any claim, issue or matter therein, the Association shall indemnify the Agent against Expenses actually and reasonably incurred by the Agent in connection therewith.

Section 8.4 Determination of Standard of Conduct. Except as provided in Section 8.3, any indemnification under this Article shall be made by the Association only if authorized in the specific case, upon a determination that indemnification of the Agent is proper in the circumstances because the Agent has met the applicable standard of conduct set forth in Section 8.2, as determined by:

(a) majority vote of a quorum of the Board of Directors consisting of Directors who are not parties to such Proceeding; or

(b) Approval or ratification by the affirmative vote of a majority of the total voting rights represented, in person or by proxy, at a duly held meeting of the Association at which a quorum is present or by the written consent of a majority of the total voting power of the Association. For purposes of determining the required quorum of any meeting of the Association called to approve or ratify indemnification of an Agent and the vote or written consent required therefor, an Agent who is a Member to be indemnified shall not be entitled to vote thereon; or

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

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

Section 8.5 Advancing Expenses. Expenses incurred in defending any Proceeding may be advanced by the Association prior to the final disposition of such Proceeding upon receipt of an undertaking by or on behalf of the Agent to repay such amount, if it shall be determined ultimately that the Agent is not entitled to be indemnified as authorized in this Article.

Section 8.6 Extent and Limitations of Indemnifications. No indemnification or advance may be made under this Article, except as provided in Section 8.3 or paragraph (c) of Section 8.4, in any circumstance where it appears:

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

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

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

Section 8.7 Liability Insurance. The Association may purchase and maintain insurance on behalf of any Agent of the Association against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not the Association would have the power to indemnify the Agent against such liability under the provisions of this Article.

ARTICLE IX. RECEIPT OF NON-CORPORATE ASSETS

The Board of Directors of the Association may accept on behalf of the Association any contribution, gift, bequest or devise for general purposes or for any special purpose of the Association.

ARTICLE X. BOOKS AND RECORDS

Section 5.8 Section 10.1 Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its meetings of Members and the Board of Directors and all committees having any of the authority of the Association, and shall keep at its principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by a Member or Member's agent or attorney for any proper purpose at any reasonable time. The Association shall take minutes from all meetings of the homeowner's association, including Membership meetings and Board meetings, and preserve such minutes for a minimum of ten (10) years.

Section 10.2 Rules and Regulations. The Association shall keep and maintain a record of interpretation and compliance approvals in regard to the Declaration and any other governing documents. The Board shall also have the right and power to make rules and regulations for the general welfare of the Association.

ARTICLE XI. FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ARTICLE XII. MISCELLANEOUS PROVISIONS

Section 12.1 Notices. Any notice permitted or required to be given by these Bylaws, the Articles, the Declaration, Design Guidelines or other Documents enacted to govern the affairs of the Property may be delivered either personally by mail, or email or as otherwise specifically provided in such Document. If delivery is by mail, it shall be deemed to have been given upon deposit thereof in the United States mail, postage prepaid, addressed to each person at the current address given by such person to the Secretary of the Association or addressed to the Lot of such person if no address has been given to the Secretary. All notices mailed by regular mail to the Lot address or the Owner's address according to the tax records of Jefferson County shall be effective upon the postmarked date shown on the envelope in which such notice is sent.

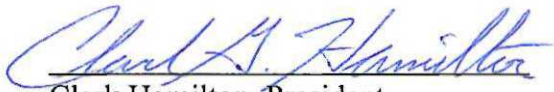
Section 12.2 Conflicts. In the event any of these Bylaws conflict with any provisions of the laws of the State of Idaho, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect. In the event of any conflict between the Articles and these Bylaws, the Articles will control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

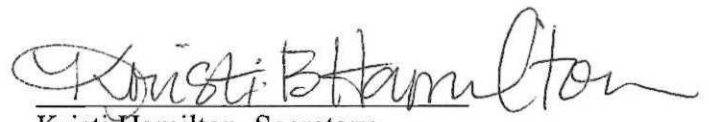
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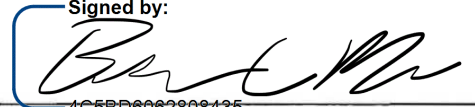
ADOPTION OF BYLAWS

We, the undersigned, being all of the officers and Directors of Sunset View Estates Homeowners Association, Inc., do hereby assent to the within and foregoing Bylaws and hereby adopt the same as the Bylaws of Sunset View Estates Homeowners Association, Inc.

Executed this 19 day of June 2026.


Clark Hamilton, President


Kristi Hamilton, Secretary

Signed by:

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Brad Miller, Treasurer