

These Amended Bylaws, are made this 28th day of July 2022,
by Sage Springs Homeowners Association, Inc.

WHEREAS, the Association adopted an Amended and Restated Declaration on the 28th day of June 2022 and the Association desires that the Bylaws be amended to be consistent with the Amended and Restated Declaration;

WHEREAS, pursuant to I.C. 30-3-53, the number of votes cast on these Amended Bylaws equals or exceeds the quorum required to be present at a meeting and the number of approvals of these Amended Bylaws equals or exceeds the number of votes that would be required to approve the matter at a meeting of the Association called for the purpose of amending the Bylaws;

NOW THEREFORE, the Bylaws of the Association are hereby amended and replaced in their entirety by the attached Amended Bylaws.

Instrument # 695766
HAILEY, BLAINE, IDAHO
8-23-2022 01:31:24 PM No. of Pages: 16
Recorded for : SAGE SPRINGS HOA INC
STEPHEN MCDOUGALL GRAHAM Fee: 55.00
Ex-Officio Recorder Deputy
Index to: BY-LAWS

JB

**BYLAWS OF
SAGE SPRINGS HOMEOWNERS ASSOCIATION, INC.**

1. NAME AND LOCATION

The name of the association is SAGE SPRINGS HOMEOWNERS ASSOCIATIONS, INC. (hereinafter referred to as the "Association"). The Association is organized under the Idaho Nonprofit Corporation Act. The principal office of the Association shall be located in the County of Blaine, State of Idaho (hereinafter referred to as "the County").

2. DEFINITIONS

2.1 Declaration. The "Declaration" shall mean, collectively, the Amended and Restated Declaration of Covenants, Conditions and Restrictions and any amendments or supplements recorded or to be recorded pursuant thereto and applicable to the development commonly known and referred to as SAGE SPRINGS HOMEOWNERS ASSOCIATION, INC. located in the County of Blaine, State of Idaho, legally described as:

SAGE SPRINGS SUBDIVISION, Blaine County,
Idaho, according to the official plat
thereof, recording as Instrument No. 326868
records of Blaine County, Idaho

2.2 Other Definitions. Each and every definition set forth in the Declaration shall have the meaning herein as therein, and each and every such definition is incorporated by reference herein and made a part hereof as if once again fully written and set forth at length thereat.

3. APPLICATION

All present and future owners, Mortgagees, tenants and occupants of Lots and any other persons who may use the lot in any manner are subject to these Bylaws, the Declaration and the Rules and Regulations adopted by the Association pursuant to the Declaration. The acceptance of a conveyance or the act of occupancy of a Lot shall constitute an agreement that these Bylaws, the Rules and Regulations, and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

4. MEMBERSHIP; VOTING RIGHTS

The qualification for membership and voting rights of members shall be as set forth in Article 2 of the Declaration, all of which are hereby incorporated by reference herein as if set forth in full. The voting rights for each lot may not be cast on a fractional basis. If the joint owners of a Lot are unable to agree among themselves as to how their voting rights shall be

cast, they forfeit the vote on the matter in question. If any owner exercises the voting rights of a particular Lot, it will be conclusively presumed for all purposes that he/she was acting with the authority and consent of all other owners of the same Lot. If more than one (1) person or entity exercises the voting rights for a particular Lot, their votes shall not be counted and shall be deemed void.

5. MEETINGS OF MEMBERS

a. Annual Meetings. There shall be regular meetings of members at least once each year at such reasonable place or time as may be designated by notice by the Board given to the members.

b. Special Meetings. Special meetings of members may be called at any time by the president or by a majority of a quorum of the Board and shall be called by the Board upon receipt of a written request of the members representing at least thirty percent (30%) of the total voting power of the Association.

5.3 Notice of Meetings. Notice of all members meetings, annual or special, shall be given by electronic transmission or mail, postage paid, first class, and shall be given not less than thirty (30) days nor more than sixty (60) days prior to the time of said meeting and shall set forth the place of the meeting which must be within the County, the date and hour of the meeting, and the nature of the business to be undertaken. Notices shall be given by, or at the direction of, the secretary or person authorized to call the meeting and shall be transmitted to each member entitled to vote thereat. Mailed notices shall be deemed received forty-eight (48) hours after same are mailed. Notices to members may also be personally delivered.

5.4 Quorum. The presence at any meeting in person or by proxy of members entitled to cast at least fifty one percent (51%) of the total votes of all members of the association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was called. If a time and place for the adjourned meeting is not fixed for the adjourned meeting after adjournment, notice of the time and place for the adjourned meeting shall be given to members in the manner prescribed for regular meetings. Any meeting of members whereat a quorum is present may be adjourned for any reason to a time not less than forty-eight (48) hours no more than thirty (30) days from the time of such meeting by members representing a majority of the votes present thereat either in person or by proxy.

5.5 Proxies. At all meetings of members each member may be present in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease after eleven (11) months from the date of its execution unless a shorter time is provided in the proxy.

5.6 Order of Business. The order of business of all meetings of the members shall be as follows:

- 5.6.1 roll call;
- 5.6.2 proof of notice of meeting or waiver of notice;
- 5.6.3 reading of minutes of preceding meeting;
- 5.6.4 reports of Board and officers;
- 5.6.5 Election of directors, if any are to be elected;
- 5.6.6 unfinished business;
- 5.6.7 new business;
- 5.6.8 any other matters of concerns to any homeowner member.

5.7 Parliamentary Procedure. All questions of parliamentary procedure shall be decided in accordance with Robert Rules of Order.

5.8 Majority of Owners. Except as otherwise provided herein or in the Declaration, the majority of the total voting power present, in person or by proxy shall prevail at all meetings.

5.9 Action without Meeting. Any action which may be taken at a meeting of the members may be taken without a meeting if done in compliance with the Idaho corporation laws.

6. SELECTION AND TERMS OF OFFICE OF BOARD

6.1 Number. The Board shall consist of at least three (3) directors. The number of directors may be determined and changed by resolution of the Board of Directors. A majority of directors shall be members. At each annual member's meeting, an alternate board member shall be elected to serve as require under Article 3, Section 1 of the Declaration.

6.2 Term of Office. At the first annual meeting the members shall elect each of the directors for a term of one (1) year. At the expiration of the initial term of office of each director, his/her successor shall be elected to serve for a term of one year.

6.3 Removal; Vacancies. At any regular or special meeting of the members, any member of the board of Directors may be removed with or without cause by fifty-one percent (51%) of the voting power present. Any member of the board of Directors after his/her removal has been proposed by the Owners shall be given the opportunity to be heard at the meeting. In the event of the death or resignation of a director, except for specially elected director, his/her successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his/her predecessor. In the case of a removed director, his/her successor shall be elected by the members pursuant to Section 7 hereinafter.

6.4 Compensation. No director shall receive any monetary compensation for any service he may render to the Association; provided, however, any director may be reimbursed for actual out-of-pocket expenses incurred by him/her in the performance of his/her duties.

7. NOMINATION AND ELECTION OF DIRECTORS

7.1 Nomination. Nomination for election to the Board shall be made by any voting member prior to each annual meeting. At least thirty (30) days before the annual meeting the Board shall solicit nominations in writing from each member.

7.2 Election. Election to the Board shall be by secret written ballot. There shall be consecutive separate ballots for each vacancy. At such election, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of the Declaration. The candidate receiving the highest number of votes shall be deemed elected.

8. MEETING OF DIRECTORS

8.1 Regular Meetings. Regular meetings of the board shall be held quarterly at such time and place within the County as may be fixed from time to time by resolution of the Board. Notice of the time and place of any such meeting shall be given to each director not less than ten (10) days prior to the meeting; provided, however, that no notice need be given to a director who signs a waiver of notice or written consent to the holding of the meeting.

8.2 Special meetings. Special meetings of the Board shall be held when called by the president of the Association, or by two (2) directors, after not less than seven (7) days prior notice to each director, which notice shall specify the time and place of the meeting within the development and the nature of any special business to be considered. The notice shall be given in the manner prescribed for notice of regular meetings.

8.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business at a meeting of the Board. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

8.4 Conduct of Meeting. Regular and special meetings of the Board shall be open to all members of the Association; provided, however, that Association members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by vote of a majority of a quorum of the Board. Members of the Association shall be given at minimum a ten (10) day written notice of each scheduled quarterly meeting of the Board. The Board may, with the approval of a majority of a quorum of members of the Board, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and orders

of business of a similar or otherwise sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

8.5 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

8.6 Telephone Meetings. Unless the Articles of Incorporation provide otherwise, any member of the Board of Directors, or of any committee thereof, may participate in a regular or special meeting by, or conduct the meeting through the uses of, any means of conference telephone or similar communications equipment by which all director's participation in the meeting may simultaneously hear each other during the meeting. A director participating in a meeting by such means is deemed to be present in person at such meeting.

9. POWERS AND DUTIES OF THE BOARD

9.1 Powers. The Board shall have all powers conferred upon the Association as set forth herein and in the Declaration, excepting only those powers expressly reserved to the members.

10. DUTIES. It shall be the duty of the Board:

10.1 to cause to be kept a complete record of all of its acts and doings and to present a statement thereof to the members at each annual meeting of the members, or at any special meeting when such statement is requested in writing by members representing ten percent (10) of the members;

10.2 to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

10.3 as more fully provided in the Declaration, to:

1. fix the amount of the annual assessment against each lot in advance of each annual assessment period;
2. send written notice of each assessment to every Owner subject in advance of each annual assessment period; and,
3. foreclose the lien against any property for which assessments are in default or to bring an action at law against the owner personally obligated to pay the same.

10.4 to procure and maintain adequate liability and hazard insurance on property owned by the Association;

10.5 to cause the Common Area to be maintained;

10.6 to cause the exterior of the dwelling to be maintained; and

10.7 to delegate its powers as provided in the Amended and Restated Declaration and Idaho law.

10.8 Each member of the Board of Directors, when discharging the duties of a director shall act in good faith and in a manner the director reasonably believes to be in the best interest of the Association. The members of the Board of Directors or a committee of the Board, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances. In discharging board or committee duties a director shall be entitled to rely on information, opinion reports or statements, including financial statement and other financial data, if prepared or presented by:

- a. One (1) or more officers or employees of the association whom the director reasonably believes to be reliable and competent in functions performed or the information, opinion, reports, or statements provided;
- b. Legal counsel, public accountants or other persons retained by the Association, as to matters involving skills or expertise the director reasonably believes are matters:
 - i. Within the person's professional or expert competence; or
 - ii. As to which the particular person merits confidence; or
 - iii. A committee of the board of which the director is not a member if the director reasonably believes the committee merits confidence.

11. OFFICERS AND THEIR DUTIES

11.1 Enumeration of Officers. The officers of the association shall be president and vice president, who shall at all times be members of the Board, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

11.2 Election of Officers. The election of officers shall take place at the organizational meeting of the Board and thereafter at each meeting of the Board following each annual meeting of members.

11.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he/she shall sooner resign, or shall be removed, or shall otherwise be or become disqualified to serve.

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

11.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

11.6 Vacancies. The office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

11.7 Multiple Offices. The office of secretary/treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 9.4 hereof.

11.8 Duties The duties of the officers shall be as follows:

11.8.1 President. The president shall preside at all meeting of the Board, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds, and other written instruments, and shall co-sign all checks and promissory notices.

11.8.2 Vice President. The vice president shall act in the place and stead of the president in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

11.8.3 Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, shall serve notice of the meetings of the Board and all members, shall keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

11.8.4 Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the association and shall disburse such funds as directed by resolution of the Board, shall co-sign all checks and promissory notes of the Association, shall keep proper books of account, and shall assist in or cause the groundwork of distribution of the financial statements of the Association.

11.9 Compensation. No officer shall receive any monetary compensation for any service he may render to the Association; provided, however, any officer may be reimbursed for actual out-of-pocket expenses incurred by him/her in the performance of his/her duties.

11.10. Standards of Conduct.

(1) An officer when performing in such capacity, shall act:

- (a) In good faith;
- (b) With the care that a person in a like position would reasonably exercise under similar conditions; and
- (c) In a manner the officer reasonably believes to be in the best interest of the Association.

(2) In discharging those duties an officer who does not have knowledge that makes reliance unwarranted, is entitled to rely on:

- (a) The performance of properly delegated responsibilities by one (1) or more employees of the Association whom the officer reasonably believes to be reliable and competent in performing the responsibilities delegated; or
- (b) Legal counsel, public accountants, or other persons retained by the Association as to matters involving skill or expertise the officer reasonably believes are matters:

- (i) Within the particular person's professional or expert competence;
- or
- (ii) As to which the particular person merits confidence.

(3) An officer shall not be liable to the Association or its members for any decision to take or not to take action; or any failure to take action, as an officer if the duties of the officer are performed in compliance with this section. Whether an officer who does not comply with this section shall have liability will depend in such instance on applicable law including those principles of section 30-3-85, Idaho Code, that have relevance.

12. CONTRACTS, CHECKS, DRAFTS, ETC.

12.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by the Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

12.2 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Secretary-Treasurer or an Assistant Secretary-Treasurer and countersigned by the President of the Association.

13. COMMITTEES

Subject to any contrary provisions of the Declaration and these Bylaws, if any, the Board may appoint such committees as it deems appropriate in order to carry out its purposes.

14. ASSESSMENTS

Liability for Assessments; Collection. As more fully provided in Article 6 of the Declaration, each member is obliged to pay to the Association annual and special assessment to be collected as therein set forth, all of which are hereby incorporated by reference herein as if set forth in full.

15. PROCEDURE FOR SUSPENSION OF FINES

Any action by the Association to discipline a member as provided by the Declaration or his/her failure to comply with the Declaration, Articles, Bylaws or Association Rules, must be accomplished pursuant to the procedures set forth in Exhibit A of the Amended and Restated Declaration of Covenants, Conditions and Restrictions.

16. AMENDMENTS

16.1 These Bylaws may be amended only with the vote or written consent of members entitled to cast at least fifty-one percent (51%) of the voting power of membership in the Association.

16.2 Amendment of the Articles of Incorporation shall require (i) the vote or written consent of a majority of the Board, and (ii) the vote or written consent of the members representing at least fifty-one (51%) of members entitled to vote.

17. BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts as required by the Declaration and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors and shall

keep at its registered office or principal office a record giving the names and addresses of the members. All books and records of the Association may be inspected by any member or his agent or attorney for any purpose at any reasonable time.

18. INDEMNIFICATION OF DIRECTORS AND OFFICERS

18.1 Scope of Indemnification. The Association may indemnify and advance funds to or for the benefit of the directors and officers of the Association to the fullest extent permitted by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendments permits the Association to provide broader indemnification rights than the act permitted the Association to provide prior to such amendment).(Idaho Code § 30-3-88).

18.2 Mandatory Indemnification of Directors. The Association shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the individual was a director of the Association against reasonable expenses incurred by the director in connection with the proceeding. (Idaho Code § 30-3-88).

18.3 Further Indemnification of Directors.

- (1) Except as otherwise provided in this Section an Association may indemnify an individual who is a party to a proceeding because the individual is a director against liability incurred in the proceeding if:
 - (a) The director's conduct was in good faith; and
 - (b) The director reasonably believed:
 - (i) In case of conduct in the director's official capacity, that the directors conduct was in the best interest of the Association; and
 - (ii) In all cases, that director's conduct was at least not opposed to the best interests of the Association; and
 - (iii) In the case of any criminal proceeding, the director had no reasonable cause to believe the conduct was unlawful.
- (2) The termination of a proceeding by judgement, order, settlement, or conviction, or upon a plea or nolo contendere or its equivalent, is not, of itself, determinative that the director did not meet the relevant standard of conduct described in this Section.

- (3) Unless ordered by a court under ACT, the Association may not indemnify a director in connection with a proceeding by or in the right of the Association, except for reasonable expenses incurred in connection with the proceedings if it is determined that the director has met the relevant standard of conduct under subsection (1) of this Section, or as otherwise prescribed in Section 30-3-88, Idaho Code.

18.4 Advance for Expenses.

- (1) The Association shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is party to a proceeding if the director delivers to the Association.
 - (a) A written affirmative of the director's good faith belief that the director has met the relevant standard of conduct described in Section 18.3; and
 - (b) The director's written undertaking to repay any funds advanced if the director is not entitled to mandatory indemnification, and it is ultimately determined that s/he has not met the relevant standard of conduct described in Section 18.3.
- (2) The undertaking required by subsection (1) (b) of this Section must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to the financial ability of the director to make repayment.

18.5 Determination of Indemnification.

- (1) The Association may not indemnify a director under Section 18.3, unless a determination has been made that indemnification of the director is permissible because the director has met the relevant standard of conduct set forth in Section 18.3
- (2) The determinations shall be made in accordance with Section 30-3-88 (4), Idaho Code.

18.6 Indemnification of Officers. The Association may indemnify and advance expenses to an officer of the Association to the same extent as a director.

18.7 Insurance. The Association may purchase and maintain insurance on behalf of an individual who is a director or officer of the Association, or who, while a director or officer of the Association, serves at the Association's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign Association, partnership, joint venture trust, employee benefit plan, or other entity, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director or officer,

whether or not the Association would have power to indemnify or advance expenses to the individual against such liability.

18.8 Definitions. Sections 18.1 through 18.8 of these Bylaws shall be defined in *accordance* with Section 30-3-88 (8), Idaho code.

18.9 Amendments. Any repeal or modification of this Article 18 shall only be prospective and shall not affect the rights under this Article 18 in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any director or officer.

18.10 Saving Clause. If this Article 18 of these Bylaws or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify each director and may nevertheless indemnify each officer to the full extent permitted by any applicable portion of this Article 18 that shall not have been invalidated, or by any other applicable law.

19. GENERAL PROVISIONS

19.1 Conflicting Provisions. In the case of any conflict between any provisions of the Declaration and these Bylaws, the conflicting provisions of the Declaration shall control.

19.2 Fiscal Year. The fiscal year of the Association shall end June 30 unless until a different fiscal year is adopted by members at the duly constituted meeting thereof.

19.3 Proof of Membership. No person shall exercise the rights of membership in the Association until satisfactory proof thereof has been furnished to the secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the owner of an interest entitling him/her to membership. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

19.4 Absentee Ballots. The Board may make such provisions as it may consider necessary or desirable for absentee ballots.

19.5 Consent to Waiver of Notice. The transactions at any meeting of the Board, however noticed, shall be as valid as though had at a meeting duly held after regular notice of quorum be present and either before or after the meeting each director not present thereat signs a written waiver of notice or a consent to the holding of such meeting or an approval of the true and correct minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Board and made a part of its minutes

19.6 Reserves. Any amounts collected by or paid to the Association in excess of operational needs shall be set aside as reserves for future financial needs in the manner set forth in the Declaration and shall be deposited into insured interest-bearing accounts.

19.7 Methods of Notice.

- (1) Any notice under the ACT or these Bylaws must be written in writing unless oral notice is reasonable under circumstances. Notice by electronic transmission is written notice.
- (2) If oral notice is deemed reasonable, it may be communicated in person, by mail or other method of delivery, or telephone, voice mail or other electronic means.
- (3) It shall not be necessary that the same method of giving notice be employed in respect of all directors or members. One permissible method may be employed in respect of any one or more directors or members; and any other permissible method or methods may be employed in respect of any other or others.

19.8 Notice to Association. Written notice to the Association may be addressed to its registered agent at its registered office or to the Association or its secretary at its principal office shown in its most recent annual report filed with the Idaho Secretary of State.

19.9 Effective Date of Notice.

- (1) Written notice by the Association to its member, if in a comprehensible form, is effective:
 - (a) Upon deposit in the United States mail, if mailed postpaid and correctly addressed to the member's address shown in the Association's current record of members, or
 - (b) When electronically transmitted to the member in a manner authorized by the member.
- (2) Except as provided above, written notice, if in a comprehensible form, is effective at the earliest of the following:
 - (a) When received;
 - (b) Five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed;
 - (c) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

(3) Oral notice is effective when communicated if communicated in a comprehensible manner.

19.10 Address Unknown. If no address of a member or director be known, notice may be sent to the office of the Association.

19.11 Affidavit of Mailing. An affidavit of mailing, executed by a duly authorized and competent employee of the Association, specifying the name and address or the names and addresses of the member or members, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall be conclusive evidence of the statements therein contained.

19.12 Failure to Receive Notice. The period of limitation of time within which any member may exercise any option or right, or enjoy any privilege or benefit, or be required to act, or within which any director may exercise any power or right, or enjoy any privilege pursuant to any notice sent to the member in the manner above provided, shall not be affected or extended in any manner by the failure of such member or such director to receive such notice.

19.13 Exception to Notice Requirements.

(1) Whenever notice is required to be given under any provision of this chapter to any member, such notice shall not be required to be given if notice of two consecutive annual meetings, and all notices of meetings during the period between two consecutive annual meetings, have been sent to such member at such member's address as shown on the records of the Association and have been returned undeliverable.

(2) If any such member shall deliver to the Association a written notice setting forth such member's then-current address, the requirement that notice be given to such member shall be reinstated.

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO

Sage Springs HOA, Inc.
PO Box 1821 Hailey Idaho 83333

NOTICE OF AMENDMENT TO BYLAWS

NOTICE IS HEREBY GIVEN that on July 28, 2022, the membership voted to replace the original Bylaws of Sage Springs HOA, Inc. with the following Bylaws. Pursuant to the original bylaws (those being changed) the bylaws may be amended by a 51% majority of the Members.

Sage Springs HOA Inc.

BY:

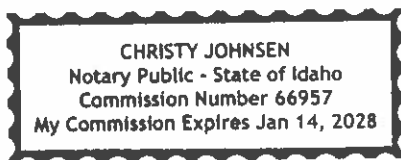
Matt Barrow
Matt Barrow, President

STATE OF Idaho)

) ss.

COUNTY OF Blaine)

On this 15th day of August, 2022, before me, a Notary Public in and for the State of Idaho, personally appeared Matt Barrow, to me known to be the President of the Sage Spring HOA, Inc., the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto, if any, is the corporate seal of said corporation.



Christy Johnsen
Notary Public in and for the State of Idaho,

Residing in: Ketchum, Idaho

Commission expires: 01/14/2028