

BYLAWS OF LUCY MEADOW HOMEOWNERS ASSOCIATION, LLC

ARTICLE I: NAME, LOCATION, AND APPLICABILITY

Section 1. Name: The name of the organization is Lucy Meadow Homeowners Association, LLC, hereinafter referred to as the "Association."

Section 2. Principal Office: The principal office of the Association shall be located at the office of its designated Registered Agent or at such other place within the State of Idaho as the Board of Directors may from time to time designate. Meetings of Members and Directors may be held at such places within the State of Idaho, County of Teton, as may be designated by the Board of Directors.

Section 3. Applicability: These Bylaws are applicable to the property known as Lucy Meadow, as more fully described in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for Lucy Meadow, and shall be binding upon all Owners as defined therein.

ARTICLE II: DEFINITIONS

Capitalized terms used herein shall have the same meanings as set forth in the Lucy Meadow CC&Rs. To the extent there is any conflict between the definitions in these Bylaws and the CC&Rs, the definitions in the CC&Rs shall control.

ARTICLE III: MEMBERSHIP, MEETINGS, AND VOTING

Section 1. Annual Meeting: The annual meeting of the Members shall be held each year at a time and place designated by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting.

Section 2. Special Meetings: Special meetings of the Members may be called at any time by the President, by a majority of the Board of Directors, or upon written request of Members entitled to cast one-fourth (1/4) of the total votes of the membership.

Section 3. Notice of Meetings: Written notice of any meeting of the Members, stating the place, day, hour, and purpose of the meeting, shall be delivered to each Member not less than 15 days nor more than 60 days before the date of the meeting.

Section 4. Quorum : The presence, in person or by proxy, of Members entitled to cast one-tenth (1/10) of the total votes of the membership shall constitute a quorum for any action.

Section 5. Proxies : Votes may be cast in person or by proxy. All proxies must be in writing, dated, and filed with the Secretary. A proxy is revocable and automatically terminates upon the sale or transfer of the Member's Lot.

Section 6. Voting: Each Lot shall be entitled to one (1) vote on all matters. If a Lot is owned by more than one person, the vote for that Lot shall be exercised as they determine among themselves.

ARTICLE IV: BOARD OF DIRECTORS

Section 1. Governing Body: The affairs of the Association shall be managed by a Board of five (5) Directors.

Section 2. Term and Election : Directors shall be elected by the Membership at the annual meeting and shall serve staggered two-year terms.

Section 3. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of the Association's affairs, including, but not limited to:

- (a) Adopting and publishing rules and regulations governing the use of Common Areas and the personal conduct of Members.
- (b) Establishing, levying, collecting, and enforcing assessments and fines.
- (c) Procuring insurance for the Association and its property.
- (d) Enforcing the provisions of the CC&Rs and these Bylaws.
- (e) Approving the annual budget and managing the Association's funds.

Section 4. Meetings :Regular meetings of the Board shall be held at least semi-annually. Special meetings may be called by the President or any three Directors.

Section 5. Quorum: A majority of the Board shall constitute a quorum for the transaction of business.

ARTICLE V: OFFICERS

Section 1. Designation: The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer.

Section 2. Election and Term: The officers shall be elected annually by the Board of Directors at the first meeting following the annual meeting of Members.

Section 3. Duties: The officers shall have the duties and authority prescribed by the Board of Directors and by Robert's Rules of Order, including:

- President Chief: executive officer; presides at all meetings.
- Vice-President: Acts in the President's absence.
- Secretary :Keeps minutes and maintains corporate records.

-Treasurer: Manages and reports on all financial affairs.

ARTICLE VI: COMMITTEES

Section 1. Design Committee: The Board shall appoint a Design Committee as provided for in the CC&Rs. This Committee shall be responsible for reviewing and approving all plans and specifications for any construction, alteration, or improvement on any Lot, in accordance with the Design Guidelines and the CC&Rs.

Section 2. Other Committees: The Board may appoint other committees as deemed necessary (e.g., Landscape Committee, Social Committee).

ARTICLE VII: ASSESSMENTS AND FINES

Section 1. Assessments: The Association shall levy annual and special assessments as provided in the CC&Rs. Assessments are a personal obligation of the Owner and a continuing lien upon the Lot.

Section 2. Fines: The Board may levy reasonable fines for violations of the CC&Rs, rules, or these Bylaws. No fine shall exceed \$300 for a single violation, but each day a violation continues may be deemed a separate violation. Before imposing a fine, the Member shall be entitled to:

- (a) Adequate notice of the violation and an opportunity to cure.
- (b) An opportunity for a hearing before the Board.

ARTICLE VIII: BOOKS, RECORDS, AND INSPECTION

The books, records, and financial statements of the Association shall be made available for inspection by any Member or their authorized representative at reasonable times and for a proper purpose. The CC&Rs, Articles of Organization, and these Bylaws shall be available for inspection at the principal office of the Association.

ARTICLE IX: ARCHITECTURAL CONTROL & PRE-CONSTRUCTION PROCESS

Section 1. Pre-Construction Application Required. No construction shall commence on any Lot until the Owner has submitted a complete Pre-Construction Application to the Design Committee and received written approval.

Section 2. Application Requirements. The application must include, at a minimum:

- (a) Lot number, Owner name, address, phone number, and email.
- (b) Builder/Contractor information (name, license #, contact info).
- (c) Proposed square footage of the primary residence and any accessory dwelling units.

- (d) A Site Plan (Plot Plan) showing the precise location of all proposed structures, drives, parking areas, utilities, landscaping, the septic system, existing grades, and existing trees/shrubs.
- (e) Scaled Floor Plans and Exterior Elevations of all structures.
- (f) A detailed list of all exterior materials and color selections.
- (g) A signed construction timeline from the contractor.

Section 3. Security Deposit Prior to groundbreaking, the Owner shall deposit with the Association a \$5,000 security deposit, to be held by Cliffrose Management LLC on behalf of the Association. This deposit shall be held to cover potential damage to common areas, shared landscaping, paving, irrigation systems, or protected trees during construction. The deposit, or any balance after deducting costs for repairs (with itemized invoices provided to the Owner), will be refunded upon a final walk-through confirming no damage and the removal of all debris.

Section 4. Temporary Housing.

- (a) Temporary housing (e.g., RV, trailer) is permitted only after: (i) Design Committee approval is received, (ii) proof of all Teton County building permits is provided, (iii) a signed construction timeline from the contractor is provided, and (iv) the security deposit is paid in full.
- (b) If groundbreaking has not commenced within thirty (30) days of the temporary housing placement, it must be removed.
- (c) Main construction must be fully completed, with a Certificate of Occupancy issued by Teton County, within twenty four (24) months of the temporary housing placement. Failure to meet this deadline may result in escalating fines as determined by the Board.

ARTICLE X: AMENDMENTS

These Bylaws may be amended at any regular or special meeting of the Members by the affirmative vote of a majority of a quorum of Members present in person or by proxy; provided, however, that the vote of holders of at least sixty-seven percent (67%) of the total votes shall be required to amend Articles VII (Assessments), IX (Architectural Control), or this Article X.

ARTICLE XI: INDEMNIFICATION

To the fullest extent permitted by Idaho law, the Association shall indemnify any director or officer, or former director or officer, against expenses and liabilities actually and reasonably incurred in connection with the defense of any action to which they are a party by reason of being such a director or officer, except in relation to matters as to which they shall be adjudged liable for gross negligence or willful misconduct.

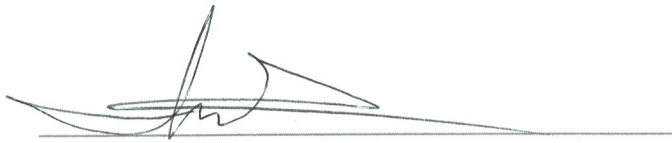
ARTICLE XII: MISCELLANEOUS

Section 1. Conflicts: In the case of any conflict between the CC&Rs and these Bylaws, the CC&Rs shall control. In the case of any conflict between the Articles of Organization and these Bylaws, the Articles shall control.

Section 2. Fiscal Year : The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

CERTIFICATION

I hereby certify that the foregoing Bylaws were duly adopted as the Bylaws of Lucy Meadow Homeowners Association, LLC by the Board of Directors on this _____ day of _____, 20____.

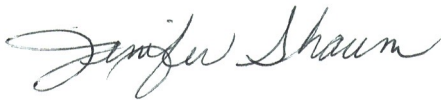


Taurino Manuel Garcia-Santos, Lucy Meadows Owner and HOA President

State of Idaho
County of Teton

On this 25th day of July 2025, before me, Jenifer Shaum, a Notary Public in and for the State of Idaho, County of Teton, personally appeared Taurino Manuel Garcia-Santos, Lucy Meadows Owner and HOA President who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to in the Bylaws for Lucy Meadows.

Witness my hand and official seal.



Notary Public
Commission Expires: July 25, 2028

