

AMENDED & RESTATED BYLAWS

OF

HARRIS RANCH WILDLIFE MITIGATION ASSOCIATION

These Amended & Restated Bylaws of Harris Ranch Wildlife Mitigation Association, Inc. (these "Bylaws") are adopted as of the 17 day of October 2023 and replace any previous corporate bylaws of Harris Ranch Wildlife Mitigation Association, Inc. (the "Corporation").

ARTICLE I GENERAL PLAN OF OWNERSHIP

Section 1.1 Name and Principal Office. The name of the Corporation is Harris Ranch Wildlife Mitigation Association, Inc.(Association), an Idaho nonprofit corporation. The principal office of the Association shall be located at **1333 E HAYS WAY BOISE, ID 83712**

Section 1.2 Bylaws Applicability. These Bylaws are applicable to the Association, and help implement the Harris Ranch Wildlife Management Plan (the "Management Plan"), adopted in connection with the Harris Ranch Specific Plan No. 1 (SP01), as approved by the City of Boise. The Management Plan currently applies to the following developments: (a) Dallas Harris Estates Subdivision No. 1; (b) Harris Ranch Subdivision No. 6; (c) East Valley Subdivision; (d) Harris Crossing Subdivision; (e) Harris Ranch North Subdivision; (f) Privada Estates Subdivision; (g) East Valley Rim Subdivision; and (h) Terra Finis Subdivision (each individually referred to herein as a "Subdivision" or collectively as the "Subdivisions"). Each Subdivision is located in the County of Ada, State of Idaho, and has been approved for participation in the Management Plan by the Association. Each Subdivision has provided for its participation in accordance with each Subdivision's declaration of covenants, conditions and restrictions for each Subdivision, and any amendments and supplements thereto (individually referred to herein as the "Subdivision Declaration" or collectively as the "Subdivision Declarations"). No Subdivision Declaration may be modified in such a way as to modify such Subdivision's obligations to the Association without the express written consent of the Association, which consent may be withheld in the Association's sole and absolute discretion.

Section 1.3 Personal Application. All purchasers of lots with homes within the Subdivisions (each, an "Owner") are subject to their respective Subdivision Declaration. Each such Owner is required to pay those fees outlined in their Subdivision Declaration and approved by the Association. By paying such fees, the Owner has the opportunity to attend all classes and events held or sponsored by the Association, access to all printed materials developed and produced by the Association, and the right to attend each annual meeting, as more fully outlined below.

Section 1.4 Consistency with Land Use Entitlements. The Association was formed in connection with the development of Harris Ranch to mitigate the impacts of the development on area wildlife and its habitat.

ARTICLE II MEETINGS: VOTING, MAJORITY OF VOTES, QUORUM

Section 2.1 Voting. Each Owner who is not in default on their fees or other obligations as determined by the Association shall be entitled to one (1) vote for each Lot owned by such Owner on matters eligible for voting by the Association's Owners.

Section 2.2 Majority of Owners. As used in these Bylaws, the term "Majority of the Owners" shall mean those Owners representing fifty-one percent (51%) of the eligible votes.

Section 2.3 Quorum. Except as otherwise provided in these Bylaws or the Articles of Incorporation of the Association (the "Articles"), the presence in person of a majority of the Board of Directors (sometimes referred to herein as the "Board") shall constitute a quorum of the Board.

ARTICLE III ADMINISTRATION

Section 3.1 Authority of the Board. The Board of Directors of the Association shall have authority for: approving the annual budget; establishing and collecting assessments, if any in coordination with each Subdivision; and administering activities in connection with the Management Plan and other activities of the Association.

Section 3.2 Place of Meetings. Meetings of the Association shall be held at a place as designated by the Board of Directors.

Section 3.3 Annual Meeting. An annual meeting of the Association shall be held during the month of June of each year on a day and at such time as designated by the Board of Directors. If the day for the annual meeting of the Association is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday. Election of the Board of Directors shall be as set forth in Article IV. The Owners and Board may also transact such other business of the Association as may properly come before them at any annual meeting. If for any reasonable reason the annual meeting cannot be held in June, then the annual meeting shall be held as reasonable close to June as possible; provided however, that an annual meeting must be conducted in each calendar year.

Section 3.4 Special Meetings. The President of the Board of Directors may call special meetings for any purpose or purposes. Notice of all regular and special meetings shall be given as provided in Section 3.5 of these Bylaws, and shall state the nature of the business to be undertaken.

Section 3.5 Notice of Meetings. It shall be the duty of the Secretary to provide notice of each annual or special meeting of the Association, stating the purpose thereof as well as the day, hour and place where such meeting is to be held, as well as publish the same on the Association's website not less than four (4) days but not more than two (2) weeks prior to such meeting.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1 General Powers and Standard of Care. All non-profit powers under the Act shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Directors shall be primarily responsible for and authorized to identify actions to be taken by the Association in order to promote the objectives of the Association, including, but not limited to, conservation-oriented projects and activities and conducting educational programs for Owners.

Section 4.2 Good Faith. A Director shall perform such Director's duties as a Director, including such Director's duties as a member of any committee of the Board upon which such Director may serve, in good faith, in a manner such Director reasonably believes to be in the best interests of the Association, and with such care as an ordinary prudent person in a like position would use under similar circumstances. In performing such Director's duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- a. officer(s) or employee(s) of the Association whom the Director reasonably believes to be reliable and competent in the matters presented;
- b. counsel, public accountants or other persons as to matters that the Director reasonably believes to be within such person's professional or expert competence; or
- c. committee of the Board upon which such Director does not serve, duly designated in accordance with a provision of these Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

However, a Director shall not be considered to be acting in good faith if a Director has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person, who performs such duties in the manner described above, shall have no liability by reason of being or having been a Director of the Association.

Section 4.3 Presumption of Assent. A Director of the Association who is present at a meeting of its Board of Directors at which any action on any Association matter is taken shall be presumed to have assented to the action. If a Director does not assent, the Director's dissent shall be entered in the minutes of the meeting. A Director may file a written dissent to such action with the Secretary of the meeting before the adjournment thereof or (c) may forward adissent by mail to the Secretary of the Association within three (3) days after the adjournment of the meeting or when the Director learns of such action, whichever comes later. The right to dissent shall not apply to a Director who voted in favor of such action if the Director was fully informed of the action at the time of the Director's vote .

Section 4.4 Number and Qualification. The Board of Directors of the Association shall consist of at least five (5) and not more than eleven (11) persons. Directors' terms shall be for three years. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation therefor. The Directors shall annually

elect officers, including President, Secretary, and Treasurer of the Association (the "Officers"). Such Officers shall serve for a period of one (1) year and may be re-elected by the Directors annually, as further set forth in Article V.

Section 4.5 Election or Appointment of Directors and Officers Any election of candidates for Directors will be selected through a nomination and vetting process implemented by the Board of Directors to ensure such new Directors are qualified and can help maintain a professional organization. Officers must reapply and are subject to nominations for subsequent terms. The Directors, in the absence of an election, shall have authority to appoint new or additional directors as needed to keep the Association in good order.

Section 4.6. Subject-Matter Expertise. To the extent possible, the Board of Directors shall strive to have at least four (4) Directors who are subject-matter experts with expertise, knowledge or background in each of the following four areas:

- a. Upland ecologist, wildlife biologist, botanist;
- b. Wetland ecologist, hydrologist, fish biologist;
- c. Conservationist or ecological profession; or
- d. Professional, accountant, attorney.

The Board of Directors shall strive to have at least a minimum of two (2) seats filled by Owners living in the Subdivisions.

Section 4.7 Reserved

Section 4.8 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the vote of a majority of the remaining Directors.

Any temporary vacancy occurring in the Board of Directors because a Director is temporarily incapacitated or otherwise unable to attend more than two consecutive meetings may be filled by vote of a majority of the Directors, who may appoint an interim Director to serve until the return of such incapacitated Director.

Section 4.9 Removal of Directors. At a meeting of the Owners called expressly for that purpose, any Director may be removed with cause by a vote of the majority of the Owners. A Director may also be removed by the Board of Directors with cause by a vote of a majority of the remaining Directors; or without cause upon the vote of two-thirds (2/3) of the remaining Directors then in office.

Section 4.10 Non-Voting Advisors to the Board. From time to time the Board of Directors may appoint non-voting advisors to the Board..

Section 4.11 Board of Directors Meetings. Meetings of the Board of Directors may be held in a place determined by the Directors. All meetings shall be held at the location noticed in the published agenda pursuant to Section 3.5 herein.

Members of the Board of Directors may participate in a meeting of the Board of Directors by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

The attendance at or participation of a Director in any meeting shall constitute a waiver of notice of such meeting, except where a Director attends or participates for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors needs to be specified in the notice or waiver of notice for such meeting.

Section 4.13 Action Without a Meeting. Any action required to be taken at a meeting of the Board of Directors of the Association, or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the Directors as the case may be. Such consent shall have the same effect as a unanimous vote and may be described as such.

Section 4.14 Conflicts of Interest. No contract or other transaction between the Association and one or more of its Directors or any other firm, association, or entity in which a Director of the Association is financially interested or in which one or more of its directors or officers are also Directors of the Association, shall be either void or voidable because of such relationship or interest if:

- a. the fact of such relationship or interest is disclosed and known to the Board of Directors; or
- b. the fact of such relationship or interest is disclosed or known to the Owners entitled to vote and they authorize, approve or ratify such contract or transaction by vote or written consent; and
- c. the contract or transaction is fair and reasonable to the Association and the fact of such relationship or interest is fully and fairly disclosed or known to the Association.

Section 4.15 Loans to Directors. The Association shall not lend money to or for the benefit of any Director or guarantee any obligation of any Director.

Section 4.16 Amendments. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the Board of Directors of the Association at any regular or special meeting.

ARTICLE V OFFICERS

Section 5.1 Designation. The Officers of the Association shall be a President, a Secretary,

and Treasurer. The Board of Directors may elect or appoint such other officers and assistant officers as it may deem necessary. Any number of offices may be held by the same person, except the offices of President and Secretary. Officers need not be Directors.

Section 5.2 Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors. Each Officer shall hold office until a successor shall have been duly elected and shall have qualified, until such Officer's death, or until such Officer shall resign or shall have been removed in the manner hereinafter provided.

Section 5.3 Removal of Officers. The majority of the entire Board of Directors may remove any Officer, with or without cause, and a successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such resignation by the Board of Directors shall not be necessary to make it effective. A vacancy in any office may be filled by an appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer her or she replaces.

Section 5.4 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. The President may sign, with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, any promissory notes, deeds, mortgages, leases, contracts, or other instruments that the Board of Directors has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed. The President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 5.5 Vice President. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President and shall perform such other duties as from time to time may be assigned to the Vice President by the President or by the Board of Directors.

Section 5.6 Secretary. The Secretary shall attend all meetings of the Members and the Board of Directors and shall prepare and maintain proper minutes of such meetings. The Secretary shall maintain at the registered office or principal place of business of the Association a register of members of the Association, as well as the names and addresses of the Members. The Secretary shall have the custody of and properly protect all executed deeds, leases, agreements and other legal documents and records to which the Association is a party or by which it is legally affected. The Secretary shall in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Directors.

Section 5.7 Treasurer. The Treasurer shall be the principal financial officer of the

Association and shall have charge and custody of and be responsible for all funds of the Association. The Treasurer shall sign all checks, or designate those who can sign checks and promissory notes of the Association (upon approval by the Board) and shall receive and give receipts for monies due and payable to the Association from any source whatsoever and deposit all such monies in the name of the Association in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws. The Treasurer shall keep or cause to be kept, adequate and correct accounts of the Association, including accounts of its assets, liabilities, receipts and disbursements. The Treasurer shall submit to the Board of Directors and the President, when required, statements of the financial affairs of the Association. The Treasurer shall in general perform the entire financial duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 5.8 Association Salaries. No Director shall receive a salary or benefits other than indemnification of the Association. Salaries for the Executive Director and association staff shall be set by the Board and reviewed and adjusted annually as the Board deems appropriate.

ARTICLE VI FINANCE

Section 6.1Owner Fees. Owner fees are to be set at the time these Bylaws apply to a Subdivision. Any provisions establishing such fees shall be approved by the Association. No modification to or waiver of the fees shall be permitted without the express written consent of the Association, which consent may be withheld in its sole and absolute discretion.

Section 6.2. Fee Amounts. At the closing of each sale of a home in a subdivision subject to these Bylaws, the new owner shall pay a fee of \$300, payable as follows:

- a. \$100 as the Owner's annual fee which shall be assessed every following year..
- b. \$200 to be refundable to the Owner, on the condition that the Owner attends at least two (2) classes offered by the Association within two (2) years of closing on the purchase of the home. Upon completion of the two (2) classes the Owner shall submit verification form provided at each class to the Executive Director in writing by mail or hand delivery to qualify for the refund. The refund shall be remitted within forty-five (45) days of submitting the verification forms.

Section 6.3 Fees can only be changed with the express written approval of the Association, which approval may be withheld in its sole and absolute discretion

ARTICLE VII MISCELLANEOUS

Section 7.1 Indemnification.

Section 7.1.1 To the extent that a Director, Officer, employee or agent of the Association is required to engage in the defense of any legal action, suit or proceeding described in this section, he or she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred.

Section 7.1.2 The Association shall indemnify and hold harmless any Director, Officer, employee or agent of the Association who was or is a party or is threatened to be made a party to any threatened, completed or pending action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that they were or are a Director, Officer, employee or agent of the Association, against expenses including attorneys' fees, judgments, fines including amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful or inappropriate. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful.

Section 7.1.3 The Association shall indemnify and hold harmless any Director, officer, employee or agent of the Association who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that they are or were a Director, Officer, employee or agent of the Association, against expenses, including attorneys' fees, actually and reasonably incurred by them in connection with the defense or settlement of such action or suit if they acted in good faith and in a manner they reasonably believed is in or not opposed to the best interest of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been alleged to be liable for negligence or misconduct in the performance of their duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 7.1.4 Any decision to indemnify according to Sections 7.1.2 or 7.1.3 because the Director, Officer, employee or agent of the Association met the applicable standard of conduct, shall be made by the Association. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding. If such a quorum is not available, indemnification shall be automatic.

Section 7.1.5 Expenses, including attorneys' fees, incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount if it shall ultimately be determined that they are not

entitled to be indemnified by the Association as authorized in this section.

Section 7.1.6 The Association shall purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, for any liability asserted against them and incurred by them in any such capacity or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under the provisions of this section.

Section 7.1.7 The indemnification and advancement of expenses provided by or granted pursuant to this section, shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, officer, employee or agent of the Association.

Section 7.2 Books and Records. The Association shall keep and maintain in the Association's office: (i) correct and complete books and records of account; (ii) minutes of the proceedings of its members and Board of Directors; and (iii) a record of the names and addresses of all Owners. Any books, records and minutes may be in written form or any other form capable of being converted into written form within a reasonable time. All such books and records of the Association may be inspected by any Owner, or such Owner's agent or attorney, if the demand is made in good faith and for a proper purpose reasonably related to the Member's interest. The requesting Owner must describe with reasonable particularity the purpose and the records the member desires to inspect. The records requested must be directly connected to the stated purpose of the inspection. The Board of Directors has the exclusive right and responsibility to determine if an Owner's request is for a proper purpose.

Section 7.3 Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 7.4 Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association, shall be signed by such Officer(s) or agent(s) of the Association as provided in these Bylaws or in such manner as shall from time to time be determined by the Board of Directors.

Section 7.5 Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 7.6 Annual Financial Statements. The Board of Directors shall cause a balance sheet as of the closing date of the last fiscal year, together with a statement of income and expenditures for the year ending on that date, to be prepared and kept as part of the Association's records.

Section 7.7 Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors, except that the first fiscal year shall begin on the date of incorporation.

Section 7.8 Homeowner Benefits. The Board of Directors may approve member benefit

programs that include, but not limited to, offering educational classes, publications created by the Association from time to time, opportunities to volunteer, and an invitation to the annual meeting event.

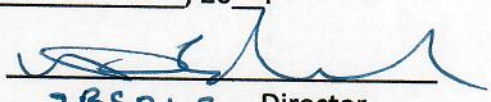
Article VIII Management Plan

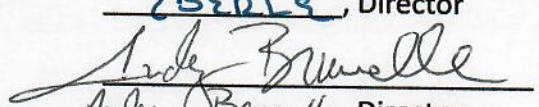
Section 8.1 Management Plan. Implementation and interpretation of the Management Plan as codified by Boise City is in the sole discretion of the Association. Any modification or amendments to the Management Plan must be approved by the Association. In the event an Owner believes the Association is not adhering to the Management Plan, the Owner has the right to request an explanation from the Association. If the Owner is dissatisfied with the explanation from the Association, the Owner's sole remedy is to bring the issue before the Boise City Council. CONSENT OF DIRECTORS OF HARRIS RANCH WILDLIFE MITIGATION ASSOCIATION, INC., IN LIEU OF MEETING

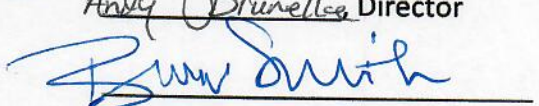
The undersigned, constituting all of the Directors of Harris Ranch Wildlife Mitigation Association, Inc., an Idaho nonprofit corporation (the "Association"), do hereby consent to adopt and approve the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

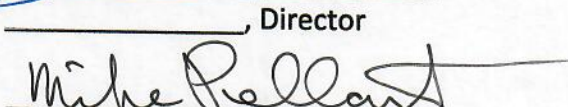
RESOLVED, that the above and foregoing Amended & Restated Bylaws of Harris Ranch Wildlife Mitigation Association, Inc. are hereby duly adopted as the bylaws of the Association, and that the same do now constitute the bylaws of the Association.

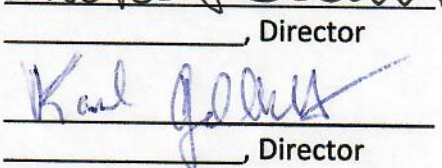
This Consent of Directors of Harris Ranch Wildlife Mitigation Association, Inc., in Lieu of Meeting shall be effective the _____ day of _____, 20__.


_____, Director


_____, Director


_____, Director


_____, Director

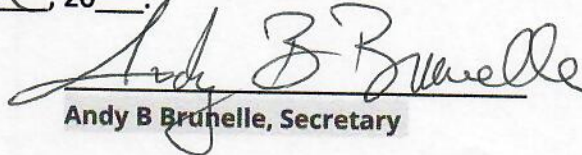

_____, Director

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of Harris Ranch Wildlife Mitigation Association, Inc., an Idaho nonprofit corporation; and
2. The foregoing Bylaws constitute the Bylaws of Harris Ranch Wildlife Mitigation Association, Inc., and were duly adopted by the Board of Directors pursuant to that "Consent of Directors of Harris Ranch Wildlife Mitigation Association, Inc., in Lieu of Meeting" dated the 17 day of October, 2023

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Association effective the 17 day of October, 2023.


Andy B Brunelle, Secretary