

BY-LAWS OF  
TETON SADDLEBACK VISTAS  
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I – OFFICES AND AGENT

The Board of Directors (the “Board”) of Teton Saddleback Vistas (“TSV”) Homeowners Association, Inc. (the “Association”), in its discretion, may fix and change the location of the principal office of the Association from time to time. The Board may change the Association’s registered office and registered agent specified in the Articles of Incorporation (the “Articles”) at any time by filing a statement as specified by law in the Office of the Secretary of State of Idaho.

ARTICLE II – MEMBERS

1. Membership. Each owner (an “Owner”) of a lot (a “Lot”) in TSV is a member of the HOA (a “Member” with a “Membership”). Each Membership is appurtenant to the fee simple title to a Lot. The Owner of fee simple title to a Lot is automatically the holder of the Membership appurtenant to the Lot, and the Membership automatically passes with fee simple title to the Lot. Except as set forth in the (Corrected) First Declaration of Covenants, Conditions, Restrictions and Maintenance And Architectural Control for Teton Saddleback Vistas (the “CCRs”), recorded on February 8, 2006 as Instrument No. 174673 in the records of Teton County, Idaho, and any amendments thereto, no person or entity other than an Owner may be a Member of the Association.

2. Voting Rights. (a) Voting rights attributable to the ownership of Lots shall not vest until Assessments against those Lots by the Association have commenced. (b) There shall be only one class of membership in the Association. (c) The voting rights of a Member may be temporarily suspended under those circumstances described in Section 10.4 of the CCRs and shall be suspended during any period when the Member is delinquent in the payment of Assessments as described herein and in the CCRs.

3. Exercise of Voting Rights Among Multiple Owners. The Owner or Owners of each Lot in TSV shall be entitled to one (1) vote. When title to a Lot is held by more than one person, only one (1) of the Owners of the Lot may cast the vote which is appurtenant to the Lot; provided that, in the event of a dispute among the Owners, the majority shall be entitled to vote, and if no clear majority can be obtained, the Owners shall lose their right to vote.

4. Annual Meeting. The annual meeting of the Members shall be at a place, date and time as determined by the Board. The annual meetings will be held to transact the business that properly comes before the meeting. The annual meetings may be attended by Members in person or by telephone.

5. Special Meetings. Special meetings may be called by the Board, the President, or by Members holding not less than twenty-five percent (25%) of the total votes in the Association if such Members sign, date and deliver to any corporate officer one or more written demands for the meeting describing the purpose or purposes for which the meeting is to be held. The close of

business on the 30<sup>th</sup> day before delivery of the demand or demands for a special meeting to any corporate officer is the record date for the purpose of determining whether the twenty-five percent (25%) requirement of this Section has been met. Special meetings may be attended by Members in person or by telephone.

6. Record Dates. For the purpose of determining which Members are entitled to receive notice of any meeting, vote, act by written ballot without a meeting, or exercise any rights in respect to any other lawful action, the Board may fix, in advance, a record date, and only Members of record on the date so fixed are entitled to receive notice, to vote, or to take action by written ballot or otherwise, as the case may be. (a) In the case of determining those Members entitled to notice of a meeting, the record date shall be no more than ninety (90) days nor less than ten (10) days before the date of the meeting. (b) In the case of determining those Members entitled to vote at a meeting, the record date shall be no more than sixty (60) days before the date of the meeting. (c) In the case of determining Members entitled to cast written ballots, the record date shall be no more than sixty (60) days before the day on which the first written ballot is mailed or solicited. If the Board does not establish a record date, the record date shall be the business day preceding any meeting or mailing or soliciting written ballots.

7. Notice of Meetings. Notice of any meeting of the Members will be delivered not less than ten (10) or more than ninety (90) days before the date of the meeting, either personally, by first class or registered mail, or by email to each Member entitled to vote at the Meeting. The notice of any meeting will state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the CCRs or Bylaws. Notice will be deemed to be delivered on the date of personal service, placing in the mail, or sending of email. In the case of an emergency in which the Board determines it must act prior to giving the notice required by this Section, the Board shall give as much notice as is possible under the circumstances and attempt to gather a quorum of Directors or Members, as the case may be, and any action taken by a majority of the Directors or Members, as the case may be, shall be a valid act of the Association. If the Board is unable to gather a quorum of Directors or Members, as the case may be, the Board may act pursuant to Idaho Code § 30-3-25 and any action taken by the Board or Members pursuant thereto, as the case may be, shall be a valid act of the Association.

8. Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or the Member's duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. Voting may also occur by way of email or facsimile in the case of a Member participating by email or telephone; provided that such emails or facsimile transmissions clearly are intended to constitute the Member's vote, which judgment shall be made in the sole discretion of the Board.

9. Quorum. The presence either in person (including telephonically) or by proxy, at any meeting, of Members entitled to cast a majority of the total votes of the Association (excluding the number of votes as to which voting rights are suspended at the time of the subject meeting) on the particular matter shall constitute a quorum for any action except as otherwise provided in the CCRs or these Bylaws. If, however, such quorum is not present or represented at such meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or

represented. The withdrawal of any Member after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

10. **Vote Required at Meeting.** At any meeting of the Members called and held in accordance with these Bylaws, if a quorum is present, all matters requiring the approval of the Members shall be deemed approved if approved by the affirmative vote of Members entitled to cast a majority (ie, more than fifty percent (50%)) of the votes of the Association, present and voting either in person (including telephonically) or by proxy. There shall be no cumulative voting for Directors or for any other action considered by the Members.

11. **Action of Members Without a Meeting.** Any action required to be taken or which may be taken at a meeting of the Members may be taken without a meeting if approved by ballots signed by Members entitled to cast a majority (ie, more than fifty percent (50%)) of the votes of the Association.

### ARTICLE III – BOARD OF DIRECTORS

1. **Number.** The affairs of the Association shall be managed by a Board of Directors consisting of a minimum of three (3) and a maximum of five (5), or such additional number as may be approved by the Members in accordance with these Bylaws. Directors must be Members of the Association. The directors shall be elected by a majority vote of the Members. The Board shall have the powers and duties prescribed herein, and in the Articles and the CCRs.

2. **Term of Office.** The term of each Director shall be three (3) years, except that the terms of the Directors of the initial Board shall be staggered, with one having a one-year term, a second with a two-year term and the third with a three-year term. Thereafter all Directors shall serve for a term of three (3) years

3. **Removal.** Any Directors may be removed from the Board, with or without cause, by a majority (ie, more than fifty percent (50%)) of the votes of the Members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Directors and shall serve for the unexpired term of his or her predecessor.

4. **Compensation.** No Director shall receive compensation for any service he or she may render to the Association; however, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties. Nothing herein shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefore.

5. **Election of Directors.** The Directors shall be elected by a majority vote of the Members at a meeting at which a quorum of members is present in person (including telephonically) or by proxy, or by written ballot. The term “written ballot” shall include an email memorializing such vote and preserved as a permanent record of the Association. At such elections, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of these Bylaws. The persons receiving the largest number of votes shall be elected as Directors (if terms are staggered, the person receiving the highest number of votes shall be elected for a three (3) year term, the person receiving the

second highest number of votes shall be elected for a two (2) year term, and the person receiving the third highest number of votes shall be elected for a one (1) year term). Cumulative voting is not permitted.

6. Regular Meetings. Meetings of the Board may be held in person, by telephone, or by email. A regular annual meeting of the Board shall be held in conjunction with the annual meeting of the Members. At this meeting, the Board shall elect officers, appoint persons to serve on the Architectural Committee, and transact other business as shall properly come before such meeting. The Board, from time to time, may provide for the holding of other regular meetings of the Board, and may fix the time and place thereof.

7. Special Meetings. Special Meetings of the Board shall be held when called by the President or any Director. Notice of any special meeting shall not be required to be given to any Director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to such Director, or who submits a signed waiver of notice, whether before or after the meeting.

8. Notice of Meetings. Unless notice shall be waived or in an emergency situation as described herein, at least two (2) days before the day on which a meeting of the Board is to be held, notice of the same shall be mailed, emailed, personally delivered, or orally delivered by telephone. Notice, or waiver of notice, except as otherwise required by law, need not specify the purpose of the meeting.

9. Quorum. At any meeting of the Board, the presence, in person (including telephonically) or by proxy or by email, of a majority (ie more than fifty percent (50%)) of the Directors entitled to vote shall constitute a quorum.

10. Voting. Each Director shall have one (1) vote with respect to any issue brought before the Board at a meeting. At any meeting of the Board called and held in accordance with these Bylaws, if a quorum is present, all matters requiring the approval of the Board shall be deemed approved if approved by the affirmative vote of Directors entitled to cast a majority (ie, more than fifty percent (50%)) of the votes, present and voting either in person (including telephonically) or by proxy or by email. There shall be no cumulative voting. If at any meeting of the Board there shall be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

11. Action of Board Without a Meeting. Any action required to be taken or which may be taken at a meeting of the Board may be taken without a meeting if approved by a majority (ie, more than fifty percent (50%)) of the Directors in writing. Any such written action shall be filed with the minutes of the proceedings of the Board.

12. Powers and Duties of the Board. The Board shall have the powers and obligations authorized by law, including but not limited to those prescribed to the Association in

the Articles, the CCRs and the Bylaws, not otherwise reserved to the Members, including but not limited those powers set forth on Exhibit A hereto.

13. **Manager or Managing Agent.** The Board may employ for the Association a Manager or Managing Agent at a compensation to be established by the Board. The Manager shall perform such duties and services as the Board shall authorize. The Board may delegate to the Manager any or all of the powers granted to the Board that the Board may delegate by law. The Manager may perform the obligations, duties and services relating to the management of the Association. The Board may designate one of its Directors as liaison officer who shall be authorized to instruct and deal with the Manager on any matter relating to the Association.

14. **Executive and Other Committees.** The Board may designate from among its Directors an executive committee and other committees, each consisting of two or more Directors. Each such committee shall serve in an advisory capacity only, at the pleasure of the Board.

#### ARTICLE IV – OFFICERS

1. **Officers.** The Officers of the Association shall be a President and Vice-President, who shall at all times be Directors; a Secretary and Treasurer, neither of whom need be Directors; and such other officers as the Board may from time to time create.

2. **Election of Officers.** The election of Officers shall take place at meetings of the Board following annual meetings of the Members.

3. **Term.** Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, be removed from office, or otherwise be disqualified to serve.

4. **Other Officers.** 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.

5. **Removal.** Any Officer may be removed from office with or without cause by the Board. Any officer may resign at any time after giving written notice to the Board, to the President, or to 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.

6. **Vacancies.** A vacancy in any 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 or she replaces.

7. **Multiple Offices.** The offices of Secretary and 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 4 of this Article.

8. **Duties.** The duties of the Officers are as follows:

(a) President. The President shall preside at all meetings of the Board and Members; 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 notes.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and perform such other duties as may be required by the Board.

(d) 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 sign all checks and promissory notes of the Association; keep proper books of account; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the Members.

9. Compensation. No Officer shall receive compensation for any service he or she may render to the Association; however, any Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties. Nothing herein shall be construed to preclude any Officer from serving the Association in any other capacity and receiving compensation therefore.

#### ARTICLE V – BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The CCRs, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE VI – ASSESSMENTS AND FINES

As more fully provided in the CCRs, each Member is obligated to pay to the Association annual and special assessments and fines imposed by the Board, which are secured by a continuing lien upon the property against which the assessment or fine is made, all as more specifically set forth in the CCRs.

#### ARTICLE VII – AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the Members by affirmative vote of a majority of the Members of the Association either present in person (including telephonically) or by proxy, or by ballots signed by a majority of the Members of the Association.

ARTICLE VIII – INDEMNIFICATION & INSURANCE

1. Indemnification. The Association shall indemnify any Director or Officer or former Director or Officer of the Association against liability, amounts paid in settlement, and expenses (including attorneys fees) actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a party by reason of being or having been such Director or Officer, except in relation to matters as to which he shall be adjudicated in such action, suit or proceeding to be liable for misconduct in the performance of his duties to the Association.

2. Reimbursement of Expenses. Expenses incurred in defending an action, suit or proceeding, as contemplated in this Article, may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of the quorum of the Board, upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association.

3. Other Rights. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provisions in the Articles, Bylaws, agreements, votes of disinterested Members or Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

4. Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a Director, Officer, employee or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Idaho, as they may hereunder be amended or modified. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article, shall constitute expenses of the Association and shall be paid with funds of the Association.

ARTICLE IX – FISCAL YEAR

The fiscal year of the Association shall be determined by the Board.

Adopted by the Teton Saddleback Vistas Homeowners Association, Inc. pursuant to Idaho Code §30-3-121 effective February 26, 2015.

By: \_\_\_\_\_  
President

Attest:  
By: \_\_\_\_\_  
Secretary

## EXHIBIT A

### SUMMARY OF POWERS OF ASSOCIATION

The following is a non-exhaustive list of the powers of the Association, as described in the Articles, CCRS, these Bylaws, and otherwise. Notwithstanding anything herein, the Association is authorized to exercise all powers permitted by law, including but not limited to the powers set forth below.

#### ARTICLES:

##### Article V: Purpose and Powers of the Association

This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which the Corporation is formed are to provide for certain regulations of the use and architectural control of the Building Lots and Common Areas located in Teton Saddleback Vistas according to the plat thereof recorded in the official records of Teton County, Idaho (the "Subdivision"), which Building Lots and Common Areas are a portion of the Property covered by the Master Declaration of Covenants, Conditions and Restrictions for Teton Saddleback Vistas recorded in the official records of Teton County, Idaho (the "Master Declaration"); and to promote the health, safety and welfare of the residents within the Subdivision; and for this purpose to:

- (A) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation set forth in the Master Declaration as amended from time to time as therein provided, said Master Declaration being incorporated herein as if set forth at length;
- (B) Fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Master Declaration and all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation;
- (C) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation under the limitations imposed by the Master Declaration;
- (D) Borrow money, and mortgage, pledge, deed in trust, or hypothecate its real or personal property as security for money borrowed or debts incurred;
- (E) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall comply with the requirements of the Master Declaration; and



(F) Have and exercise any and all powers, rights and privileges which a corporation organized under the Idaho Nonprofit Corporation Act may by law now or hereafter have or exercise, subject only to limitations contained in the Bylaws and the Master Declaration and the amendments and supplements thereto.

CCRs:

Section 2.01. Association Maintenance Responsibilities. Unless and until such responsibilities are delegated to, and accepted or assumed by, a state, local or municipal governmental agency or entity, the Association shall be responsible for maintaining the areas of Teton Saddleback Vistas described as “Commonly Maintained Areas.” Repairs and maintenance to be undertaken and performed to the Commonly Maintained Areas by the Association shall be such at a minimum as shall be required to maintain and repair those areas as originally constructed, subject to the rights of the Owners, in accordance with Section 5.12, to cause improvement over and above the maintenance and repair herein provided to take place. *(See also all of Article II of the CCRs, as well as Article I Definitions).*

Section 3.02. Committee Members, Organization and Term. Until the property is sold out to 90%, Rick Massie shall have the right to appoint the members of the Architectural Committee. After the property is sold out to 90%, the Architectural Committee shall consist of three persons appointed by the Board of Directors from among the Owners of Lots in the development . . . *(See also all of Article III of the CCRs, as well as Article IV Minimum Construction Standards).*

Section 5.11. No Structural Changes or Improvements by Owner Without Architectural Approval. No Owner shall make structural changes to his or her residence or to any substantial improvements on the Owner’s Lot without the prior written approval of the Architectural Committee in Accordance with Article III.

Section 5.12. Commonly Maintained Areas. Unless approved by a majority of the Owners, no person shall construct, reconstruct, refinish, alter or maintain any Improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub or other vegetation from, or plant any tree, shrub or other vegetation located within any portion of the Commonly Maintained Areas. *(See also all of Article V of the CCRs).*

Section 6.07. Powers and Authority of the Association. (a) Duties and Powers of the Association. The sole purpose of the Association shall be as follows: (i) to maintain, repair and replace the Commonly Maintained Areas of the development; (ii) to discharge the duties and responsibilities of the Architectural Control Committee; and (iii) to levy assessments pursuant to Article VII, below, to defray all common expenses and to carry out the duties described in this subparagraph (a) in a timely and responsible manner . . . *(See also all of Article VI of the CCRs).*

Section 7.02. Regular Assessments. (a) Regular Assessments Generally. Not less than forty-five (45) days nor more than sixty (60) days prior to the beginning of the Association's fiscal year, the Owners agree that they shall meet and by majority vote establish a budget of the estimated costs and expenses which are anticipated to be incurred by the Association to perform its services during the forthcoming year (including reasonable contributions to capital replacement reserves to defray the costs of future repairs, replacement or additions to streets, drainage course or other capital improvements that the Association is obligated to repair and maintain) . . . (See also the remainder of Section 7.02 and Section 7.01 of the CCRs).

Section 7.03. Special Assessments. (a) Purposes for Which Special Assessments May Be Levied. Subject to the membership approval requirements set forth in subparagraph (b) below, if any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for such fiscal year, the Association's Board of Directors shall be empowered to levy and collect a Special Assessment, applicable to the remainder of such year only, for the purpose of defraying, in whole or in part, any deficit which the Association would otherwise incur in the performance of its duties and the discharge of its obligations hereunder. (b) Member Approval for Certain Special Assessments Requiring Membership Approval. Unless approved by the Members in accordance with Section 7.07, below, the Association shall not levy Special Assessments in any fiscal year which are in excess of five percent (5%) of the Association's budgeted gross expenses for that year. The foregoing Member approval requirements shall not apply, however, to any Special Assessment imposed to address any "emergency situation" as defined in Section 7.04, below. (See also the remainder of Article VII of the CCRs).

Section 8.01. Insurance maintained by the Association. Annually, the Association's Board shall meet with an insurance agent to discuss and agree upon the nature and scope of insurance the Association should maintain in order to provide adequate coverage for the risk and perils attendant to the performance of its maintenance and repair responsibilities, as described in Article II, above, or to protect the Association's directors and officers in the performance of their duties and responsibilities under this Declaration and the Association's Governing Documents. If it is recommended that the Association should maintain insurance of any kind, the cost of the premiums for such insurance shall be considered a Common Expense for assessment purposes. (See also the remainder of Article VIII of the CCRs).

Section 10.04. Rights and Remedies of the Association. (a) Rights Generally. The Association shall have the right to enforce the obligation of Owners to pay assessments pursuant to Article VII, above, and to enforce the provisions of Article III (architectural review and approval) and Article IV (minimum construction standards), above. Because the Association has been formed solely to discharge specified and limited duties and responsibilities (see particularly Section 6.07(a), above) the Association shall not be responsible for enforcement of the property use restrictions set forth in Article V, above, other than Sections 5.11 and 5.12 . . . (See also the remainder of Article X of the CCRs).

## OTHER

All powers permitted by the Idaho Nonprofit Corporation Act, including but not limited to:

To take all other acts as may be reasonably necessary to enforce provisions of the Articles, CCRs, Bylaws or any other Association rules or rights.

To employ the services of any person or firm as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board and to enter into contracts for such purposes.

To obtain, and pay for, legal, accounting, engineering, management and other professional services as may be necessary or desirable.

On its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits in law and in equity to restrain any breach or threatened breach of the Articles, CCRs, Bylaws or any other Association rights and to seek damages therefore, and to enforce, by injunction or otherwise, all of the provisions of the Articles, CCRs, Bylaws and any other Association rights.

To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of the Articles, CCRs or Bylaws, as the Association shall deem to be appropriate for the protection or benefit of the Owners, the tenants or guests.

To make or contract for the making of repairs, additions, and improvements to or alterations of Commonly Maintained Areas or any other areas owned by the Association, in which the Association has legal rights, or for which the Association is responsible, and repairs to and restoration of any such areas after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

To acquire, hold and dispose of Lots and Commonly Maintained Areas, and other real property, and subject the same to security interests.

To grant permits, licenses, leases and easements under, through and over Commonly Maintained Areas or any other areas owned by the Association, in which the Association has legal rights, or for which the Association is responsible, for drainage, utilities, roads, access and other improvements or for other purposes which are reasonably necessary to the ongoing operation of the Association.

To enter into cost sharing agreements and shared use and maintenance agreements and contract with or jointly contract with others for the discharge of any power or responsibility of the Association.

To maintain or support certain activities within TSV designed to make TSV safer, more useful, more attractive, more profitable, or otherwise more desirable than it otherwise might be.

To do other such things and acts not inconsistent with Idaho law or the governing documents which the Board may be authorized to do under Idaho law, the governing documents or by resolution of the Members.