

**FIRST AMENDMENT TO BYLAWS OF
STAPLETON COMMUNITY ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO BYLAWS OF STAPLETON COMMUNITY ASSOCIATION, INC. (this "**First Amendment**") is made effective as January 11, 2023 (the "**Effective Date**"), under and pursuant to the provisions of the Idaho Nonprofit Corporation Act and the constituent documents of Stapleton Community Association, Inc., an Idaho nonprofit corporation (the "**Association**"). The Bylaws of the Association adopted effective July 26, 2021 are hereby amended as follows:

1. Definition of Declaration. The Bylaws are hereby amended to reflect that the term "**Declaration**" means the Second Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for the Stapleton Community, as the same is now or hereinafter recorded in the official records of Ada County, Idaho, and as the same may be amended and supplemented from time to time according to its terms.

2. Amendment of Section 1.1(a). The Bylaws are hereby amended to reflect that Section 1.1(a) thereof is deleted in its entirety and replaced with the following:

(a) Owner Members. "**Owner Members**" will be the Owners of the Lots, excluding the Developer until the Developer Member Termination Date (defined below). Prior to the Developer Member Termination Date, Owner Members are not entitled to vote. At all meetings of the Association after the Developer Member Termination Date, each Member will be entitled to one (1) vote for each Lot owned by such Member, except for the Member that owns the Multi-Family Lot, who shall be entitled to twelve (12) votes in its capacity as Owner of the Multi-Family Lot, provided said votes cannot be split and instead all twelve (12) votes must be cast in a single block.

3. Effect of First Amendment. Except as expressly provided in this First Amendment, all of the terms and conditions of the Bylaws remain in full force and effect. To the extent there is a conflict between the terms and conditions of the Bylaws and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall control. Upon the execution hereof, this First Amendment becomes an integral part of the Bylaws.

[Remainder of page intentionally left blank; Secretary's Certificate follows.]

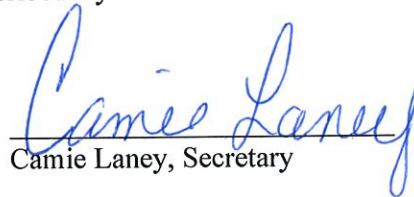
CERTIFICATE OF SECRETARY

I, the undersigned secretary of the Association, do hereby certify that:

1. I am the duly elected and acting secretary of Stapleton Community Association, Inc., an Idaho nonprofit corporation; and

2. The foregoing First Amendment to Bylaws of Stapleton Community Association, Inc. was duly approved by the unanimous written consent of the Developer Member, who is sole voting Member of the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Association effective as of the Effective Date.


Camie Laney, Secretary