

Saddlehorn Rules

Preamble

These rules are made respectively by the board or members of Saddlehorn Ranch Landowners, Inc., a non-profit Idaho corporation organized for the purpose of governance of Saddlehorn Ranch Subdivision, in Teton County, Idaho, as authorized by Article 3.6 of the Amended Declaration of Covenants, Conditions and Restrictions for Saddlehorn Ranch Subdivision, Teton County, Idaho (2019).

This subdivision was originally created in 1982. Due to slow development during most of Saddlehorn's history, subdivision business was carried out by small numbers of people. Over the years, the board and members have interpreted and implemented many provisions of the covenants in their decision-making. But, except for minutes of meetings, efforts to explain, interpret or communicate the policies being made or implemented were sporadic.

Now, with greater density, the interests of democratic governance require more transparency, better communication, and more consistent application of policy. To that end, the board and members hereby make or amend the following rules. These rules are intended to (1) interpret provisions of the Covenants and Bylaws where needed, (2) to communicate policies adopted in implementation of the Covenants, and (3) to establish rules of conduct where doing so is appropriate and authorized by the Covenants.

I. Finances, Assessments, Dues and Delinquencies

A. Due Date for Dues. [BD, 2011]. Regular dues assessments shall be due on or before February 1 of each year.

B. Unpaid Dues. If unpaid by April 2,

1. The Board will suspend the voting rights of the delinquent member under Section VII, 1.b. of the Bylaws.

2. A late charge of 8% will be imposed per Covenants, Section 4.4.

[ammd.BD, 12-16-2021]

3. Interest will be charged on the arrearage at 5% annual rate, until paid per Covenants, Section 4.5.1. [ammd.BD, 2019]

4. In its discretion, the board may file a lien for any or all of the above amounts at any time, together with costs and reasonable attorney fees per Covenants Section 4.5.1.

C. Board Budgeting & Financial Review. [BD, 2021].

1. Pursuant to the covenants, the Board shall annually adopt a budget for the upcoming year and set association dues accordingly. A proposed budget may be solicited by the board from an accountant or bookkeeper, which the Board may adopt, amend or reject in favor of its own.

2. In budgeting and setting dues, the Board shall reasonably attempt to maintain a financial reserve of roughly 150% to 200% of annual

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expenses, for unexpected expenses, and for future development of the common areas.

3. During the fiscal year, the Treasurer shall prepare, and the board shall review, quarterly reports of finances, including at least a balance statement and statement of income and expenses for the year to date.

4. Despite the budget in any given year, the Board authorizes its representatives to exceed budgeted amounts for road maintenance and draw on financial reserves where reasonably necessary to do so.

II. Architectural Rules & Procedures

A. Architecture Review Process. The following procedures apply to application and review of proposed building and improvements subject to Article V of the covenants.

1. (this section to be filled in later by future rules, if any).

2. It is strongly recommended that lot owners contact the Committee to review their home and site plans as early as possible in their design planning process to avoid delays and additional costs resulting from disapproval of completed plans.

B. Broad Discretion of the Architecture Committee. [BD, 2019, 2026]

Consistent with Section 5.10.1.1, Section 5.10.1.2, and Section 5.11 of the Covenants, the Committee may disapprove any improvements plan, in whole or in part, which in its sole discretion is not in the general interests of the subdivision, as those interests are broadly understood by the Committee. The kinds of considerations which may invoke rejection of improvements may include, without limitation, the following things:

1. A plan that is excessively large for the character of the subdivision;
2. That encloses too much land under roof or pavement;
3. A home plan that is excessive in length or width in proportion to the lot dimensions.
4. That reasonably presents a substantial risk of not being completed within one year of commencing construction in light of the demonstrated resources of the owner;
5. That uses materials or colors deemed inconsistent with those predominant in the subdivision.
6. That proposes architecture deemed inconsistent with the rural, rustic character of the neighborhood.
7. That requires too much irrigation, or inappropriate landscaping care.

C. Initial Construction. [BD, 2019] The first improvement to be erected on any residential lot must be a residence as defined in the covenants and these rules. No other permanent structure, such as a free-standing

garage or storage facility, may be erected until the residence is constructed.

D. Secondary Construction. [BD, 2020]. Secondary improvements to a residential lot include any modification to a residence that affects its exterior appearance, and any new construction such as a garage, guest house, storage building, deck, fence, gazebo, etc. At the discretion of the Ver. 12-16-2021

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Architectural Committee, some secondary construction may be deemed to be a “Minor Improvement.” The fee for a permit to construct a Minor Improvement may be waived by the Architectural Committee if the permit is granted prior to the start of construction. Otherwise, normal fees will apply.

E. Living Space on the Main Ground Level. [BD, 2020]. The term “Living Space on the Main Ground Level” is further defined to mean that the primary living space (i.e. that which is intended for living, sleeping, eating, or cooking) shall be located on the main ground level. Homes constructed prior to April of 2020 are exempted from this rule.

III. Common Area Management & Use (this section to be filled in later by future rules, if any)

IV. Complaints, Infractions & Enforcement

A. Interpretation of ambiguous covenant provisions.

1. Family. The term family is used in Sections 1.15, 5.3, and 7.1 of the Covenants, but is not defined. Provided the individuals share the use of a common kitchen, either of the following situations shall be treated as a family. [BD, 2019]

a. A group of individuals related within four degrees of

consanguinity, or by marriage within four degrees of relationship.

b. A group of not more than five individuals residing in premises that otherwise comply in all respects with the covenants and rules.

2. Vehicles. Section 7.3.2 of the Covenants, with respect to unsightly articles, discusses various types of vehicles, including automobiles and others. To qualify as a “vehicle” that is not unsightly, and does not need to be screened from view, the vehicle must be operable and currently licensed for operation on public roads. [BD, 2019]

3. Household Pets. Section 7.9.1 of the Covenants permits the keeping of dogs, cats and other household pets. To qualify as a household pet, the animal must be regularly kept in the home for pleasure. [BD, 2019]

4. Horses. Section 7.9.1 of the Covenants permits the keeping of one horse per acre. The acreage requirement means an acre of enclosure, properly fenced for horses. [BD, 2019].

B. Complaints/Violations of Covenants & other rules. (this section to be filled in later by future rules, if any)

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