

**BYLAWS OF
COUNTRY PLACE TOO HOMEOWNERS ASSOCIATION, INC.**

These Bylaws are hereby approved by the Members of the Association in accordance with the requirements herein and may be amended from time-to-time hereafter.

**ARTICLE I
ASSOCIATION OFFICE**

The principal office of the Association shall be at 1800 South Grant, Pocatello, Idaho.

**ARTICLE II
PURPOSE**

This Association shall be the management body for the Owners of all Units situated in the Subdivision and pursuant to these Bylaws of the Association ("Bylaws"). For purposes of these Bylaws, the term Unit shall also mean condominium. Capitalized terms used herein, but not otherwise defined, shall have the meaning ascribed to them in the Declaration or these Bylaws.

**ARTICLE III
OWNERSHIP**

Membership refers to the rights and obligations a member or members have pursuant to these Bylaws.

1. Qualification. Every person or entity who is the owner of a fee or equitable title in a Unit in the subdivision identified and legally described in the Declaration of Covenants, Conditions, and Restrictions recorded in the records of Bannock County on the 19th day of October, 1993, as Instrument No.93017513 ("Subdivision") shall be a member of the Association and shall be entitled to one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Owner, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association. For the purpose of determining membership, such ownership will be deemed to have vested upon delivery of a duly executed and recorded deed or contract to the grantee or vendee. Foreclosure of a contract or repossession for any reason of a Unit sold under contract shall terminate the vendee's membership, whereupon all rights and obligations to such membership shall revert in the vendor. Persons acquiring only a security interest in Units within the Subdivision shall not be a member of this Association.

2. Transfer of Membership. Association membership of each Unit shall be appurtenant to the Unit and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of fee title to the purchaser of such Unit. Any recorded sale or transfer to a purchaser of the fee title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

3. Notification of Membership. It shall be the duty of each Owner to notify the Secretary of the Association in writing by mail of the date of membership and the Owner's mailing

address. It is the duty of the Owner to continue to keep the Secretary of the Association apprised of changes in the Owner's mailing address.

4. Joint Ownership. When more than one person purchases a Unit, the Membership appurtenant to the Unit shall be recorded upon the Association records in the names of all the purchasers. The Owners of that Unit collectively shall be entitled to one vote.

5. Liabilities. No Member of the Association shall be personally liable for the acts, debts, liabilities, or obligations of the Association except as to the extent of the duty to pay the member's pro-rata share of the Common Expenses and the assessment fees as fixed by the Board of Directors.

6. Suspension of Membership Rights. The membership rights (including voting rights) of any Owner may be suspended by action of the Board of Directors if such Owner shall have failed to pay when due any assessment or charge lawfully imposed upon the Owner of any Unit, or if the Owner, family, tenants, or guests if any, shall have violated any rules of the Association or any covenants in the Declaration regarding the use of the Owner's Unit provided:

- A. The Owner shall be given not less than fifteen (15) day's prior written notice of the suspension and the reasons therefor; and
- B. An opportunity for the Owner to be heard, orally or in writing, not less than five (5) days before the effective date of the suspension by the person or persons authorized by the Board to decide whether or not the proposed suspension should take place after taking into consideration all of the relevant facts and circumstances.
- C. The written notice shall be given by first class or certified mail sent to the last address of the Owner shown on the Association's records.
- D. Any proceeding challenging a suspension including a proceeding in which defective notice is alleged, must be commenced within one (1) year after the effective date of the suspension.

ARTICLE IV MEETINGS AND NOTICES

1. Place of Meetings. Meetings of the Association shall be held at such place within the State of Idaho as the Board of Directors may specify in the notice of the meeting.

2. Annual Meetings. The annual meetings of the Association shall be held at 7:00 o'clock PM on the third Tuesday in June of each year provided that the Board may by resolution fix the date, time and place of the annual meeting for such other date or at such other place or time as the Board may deem appropriate.

At the annual meeting, the President shall report on the activities of the Association and the Treasurer shall report on the financial condition of the Association and the Owners shall consider and act upon such other matters as may be raised consistent with the notice requirements

set forth hereinafter in this Article IV. The failure to hold an annual meeting at a time started in or fixed in accordance with Association's Bylaws does not affect the validity of any Association action.

3. Special Meetings. The Association shall hold a special meeting of the Owners called by the President, a majority of the Board of Directors, or by the Owners of at least fifteen percent (15%) of the voting power of the Association if they sign, date, and deliver to the Secretary or President one (1) or more written demands for the meeting describing the purpose(s) for which it is to be held and provided the demand is received by the Secretary or President at least ten (10) days before the Association gives notice of the meeting.

A. If a notice for a special meeting as demanded by the Owners is not given pursuant to section 5 of Article IV within thirty (30) days after the date the written demand or demands are delivered to the President or Secretary, the Owners signing the demand may set the time and place of the meeting and give notice pursuant to section 5 of Article IV.

B. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at a special meeting of Owners whether called by the President, Board of Directors or Owners.

4. Record Date – Determining Owners Entitled to Notice. The record date for determining the Owners entitled to notice of an Owner's meeting shall be the day preceding the day on which notice is given, or if notice is waived, it shall be the day preceding the day on which the meeting is held.

The list of Owners must be available for inspection by any Owner for purposes of communication with other Owners concerning the meeting, beginning two (2) business days after notice is given of the meeting for which the list was prepared and continuing through the meeting, at the Association's office or other premises situated in the City of Pocatello.

5. Notice of Meeting. Notice of all meetings, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the Association. Such notice shall be in writing to each Owner at the address as it appears on the books of the Association and shall be mailed not less than fifteen (15) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the officer giving notice.

A. Notice of a special meeting shall include a description of the matter or matters for which the meeting is called.

B. Written notice is effective at the earliest, when received or five (5) days after it is deposited in the United States mail.

6. Waiver of Notice. An Owner may waive any notice required by these Bylaws before or after the date and time of the Association meeting stated in the notice. A waiver must be in writing, be signed by the Owner entitled to the notice and be delivered to the Association to be filed in the Association records.

An Owner's attendance at a meeting:

- i. Waives objection to lack of notice or defective notice of the meeting, unless the Owner at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, or
- ii. Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Owner objects to considering the matter when it is presented.

7. Adjournment. If a quorum of Owners (as hereafter prescribed) is not present at an annual or special meeting, Owners holding a majority of the votes, which Owners present in person or by proxy are entitled to vote, may adjourn the meeting from time to time without notice other than announcement at the meeting of the date, time and place of the adjourned meeting.

8. Quorum Requirements.

A. The presence in person or by proxy of Owners having twenty percent (20%) of the votes entitled to be cast at a meeting of Owners shall constitute a quorum unless otherwise provided in these Bylaws.

B. A Bylaw amendment to increase or decrease the quorum for any Owner action must be approved by the Owners not the Board of Directors.

Unless Owners holding one-third (1/3) or more of the voting power are present in person or by proxy, the only matters that may be voted upon at an annual meeting of Owners are those matters that are described in the meeting notice.

ARTICLE V VOTING

1. Number of Votes. The total voting power of all Owners shall be 24 votes which is equal to the total number of Units comprising the Subdivision.

2. Voting. There shall be one (1) voting representative for each Unit. In the event that the Association is the Owner of any Unit, the Association shall not be entitled to cast the vote allocated to such Unit. If an Owner owns more than one Unit, such Owner shall have one vote for each Unit so owned.

If a Unit has multiple Owners, the vote of a Unit must be cast as a single vote; fractional votes of a Unit's allocated vote shall not be allowed. In the event that multiple Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void.

3. Quorum Voting Requirements. When a quorum is present at any meeting, the affirmative vote of two-thirds (2/3) of the Owners, present in person or by proxy, shall constitute the act of all Owners and shall decide any matter before the quorum unless the matter is one upon which, by express provision of the Declaration or these Bylaws, a different vote is required.

An amendment to increase or decrease the votes required for any Owner action when a quorum is present must be approved by the Owners not the Board of Directors.

4. Proxies. An Owner may appoint a proxy to vote or otherwise act for the Owner by signing an appointment form and delivering it to the Secretary at least five days before the next Association meeting of Owners:

i. If the name signed on a vote, consent, waiver or proxy appointment corresponds to the name of an Owner, the Board, if acting in good faith, is entitled to accept the vote, consent, waiver or proxy appointment and give it effect as the act of the Owner.

ii. If the name signed on a vote, consent, waiver or proxy appointment does not correspond to the record names of multiple Owners, the Board, if acting in good faith, is nevertheless entitled to accept the vote, consent, waiver and proxy appointment and give it effect as the act of the multiple Owners of the Unit when the name signed on the proxy purports to be the name of at least one (1) of the Owners and the Owner signing appears to be acting on behalf of all the multiple Owners.

iii. The appointment shall be valid for any duration specified therein not to exceed three (3) years from the date of its execution. The proxy appointment shall be revocable at the option of the Owner by delivery to the Association Secretary a written, signed revocation of proxy.

ARTICLE VI DIRECTORS AND OFFICERS

1. Board of Directors. All corporate powers shall be exercised by and under the direction of the Association's Board of Directors, which shall consist of at least (2) persons all of whom must be Members of the Association. The initial Directors elected to the board shall serve for a term of 2 years and 3 years, respectively, in the order in which each initial Director is elected. Upon each of the initial Directors' replacement or re-election, each successor Director shall serve staggered three-year terms and shall hold office until their successors have been elected at the annual meeting of the Association in the final year of each Director's three-year term; All Directors shall hold office until his or her successor has been elected and qualified, or until his or her resignation or removal. The initial Directors may be elected at a special meeting held for that purpose.

2. Election and Voting Requirements. Directors shall each be elected at annual meetings, at which a quorum of Owners are present in person or by proxy, by the affirmative votes which constitute a majority of the required quorum of Owners.

3. Resignation. A Director may resign at any time by delivering written notice to the President or Secretary. A resignation is effective upon receipt unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board may fill the pending vacancy before the effective date provided the successor does not take office until the effective date.

4. Vacancies. A vacancy of the Board caused by any reason whatsoever shall be filled by the vote of a majority of the remaining Board of Directors and each person so elected shall be a member of the Board until his or her successor is elected at the next annual meeting of the Owners.

5. Removal of Directors. Any or all of the Directors may be removed with or without cause by vote of a majority of the Owners at a special meeting, called for that purpose at which a quorum of Owners are present.

A. A Director elected by the Board may be removed without cause by the vote of two-thirds (2/3) of the Directors then in office provided however, that a Director elected by the Board to fill the vacancy of a Director elected by the Owners may be removed without cause by the Owners not the Board.

B. A Director may be removed for failing to attend twenty percent (20%) of the Board meetings if a majority of the Directors then in office vote for the removal.

6. Meetings.

A. Annual Meeting. The Board of Directors shall meet at least once annually at a place specified by the Board. The Secretary shall provide notice to Owners of the time set for the meeting which Owners are encouraged to attend.

B. Special Meetings. Special meetings of the Board shall be called at any time and place upon the call of the President or any two Directors. Notice of the date, time and place of each special meeting shall be given by the Secretary, or the persons calling the meeting, by mail, or by personal communication by telephone or electronic transmission, at least three (3) days in advance of the time of meeting. The purpose of the meeting need not be given in the notice. Notice of any special meeting will be waived by those Directors in attendance unless the Director upon arriving at the meeting objects to lack of notice.

C. Action Without Meeting. Action required or permitted to be taken at a Board meeting may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one (1) or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the Association records reflecting the action taken. Action taken without a meeting is effective when the last Director signs the consent unless the consent specifies a different effective date.

D. Quorum and Voting.

1. A quorum of a Board of Directors consists of a majority of the Directors in office immediately before a meeting begins. If at any meeting of the Board there shall be less than a quorum present or if a majority of Directors present vote for an adjournment, the meeting shall be adjourned by the President from day to day or for such other period of time not to exceed thirty (30) days without further notice to be given other than by announcement at the meeting which is adjourned.

2. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board.

7. **Compensation.** Members of the Board shall not receive any compensation for their services, provided that nothing herein contained shall be construed to preclude any member of the Board from serving the Association in any other capacity and receiving compensation therefor.

VII OFFICERS

1. **Designation and Appointment of Officers.** The principal officers of the Board of Directors shall be a President, a Secretary, and a Treasurer appointed annually by a majority of the Board of Directors at the first Board meeting held after the annual meeting of the Association. The President shall be a current Board Director. The Secretary and the Treasurer may, but need not be members of the Board and one person may be appointed to both these offices simultaneously.

2. **Other Officers or Agents.** The Board of Directors may appoint other individuals to perform duties and fulfill management responsibilities for the Association.

3. **Resignation and Removal of Officers.**

A. Resignation. An officer may resign at any time by delivering notice to the Board. A resignation is effective immediately unless the notice specifies a future effective date that is acceptable to the Board.

B. Removal. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the Board of Directors.

4. **President.** The President shall be the chief executive officer of the Association and subject to the control of the Board of Directors, shall exercise general supervision and control over the Association property and affairs. The President shall also function as the management agent for the Association and shall sign on behalf of the Association all conveyances, mortgages, contracts, notice of assessments and any judicial or non-judicial foreclosure documents pursuant to Idaho Code §55-1518. The President shall perform all acts and duties which are required by the Board of Directors. The President shall preside at all meetings of the Association and the Board of Directors. The President shall hold all of the powers and duties normally vested in the President of a corporation, including, but not limited to the power to appoint committees from among the Board Director and Owners from time to time as may be necessary to conduct the business of the Association. The President is the registered agent of the Association, the only agent authorized to

receive and accept service of process of suits and other legal proceedings against the Association. If the President is unable to act, the Board of Directors shall designate another Board Director to act as President on an interim basis. Such interim President shall perform such other duties as may be prescribed by the Board of Directors.

5. Secretary. The Secretary shall be responsible to prepare and maintain minutes of all meetings of the Board of Directors and the minutes of all meetings of the Owners. The Secretary shall: (i) prepare and maintain from time to time, an Owner's list in alphabetical order of the names of all Owners with their addresses, who are entitled to vote at an Association meeting and which determines the current Owners entitled to Notice of an Owner's meeting; (ii) prepare the notices for Owner's meetings and cause the same to be delivered or mailed to the respective Owners pursuant to Section 5 of Article V herein; (iii) authenticate records of the Association and in general perform all the duties incident to the office of Secretary.

6. Treasurer. The Treasurer shall have the responsibility for the funds and securities of the Association, and shall be responsible for keeping full and accurate accounts of all receipts and all disbursements in books of the Association. The Secretary shall be responsible for the deposit of all moneys and all other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall also keep an individual file for each Owner containing an accounting of all payments made or to be made by the Owner for common expenses and special assessments which file shall be the basis of any assessment liens and foreclosure actions resulting from the Owners failure to pay such expense or assessment. It shall be the Treasurer's responsibility to prepare a monthly statement of the income and disbursements for the Association to be presented to the Board of Directors at their monthly meetings, and to also prepare a written accounting of each fiscal year's income and disbursements for presentation to the Owner's at the annual meeting of the Association.

7. Compensation. Association officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized by the Board of Directors. The Board of Directors shall serve without compensation for their Board duties.

8. Indemnification. The Directors and Officers of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any action, suit or proceeding to which he or she may be a party, or which he or she may become involved, by reason of being or having been a Director or officer of the Association whether or not he or she is a Director or officer at the time such expenses are incurred except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement or reimbursement as being for the best interests of the Association.

VIII POWERS AND DUTIES OF BOARD OF DIRECTORS

All of the authorized powers and duties of the Association shall be exercised exclusively by the Board of Directors or through its officers, agents, contractors, and employees (subject only to approval by the Owners if such is specifically required) including the following duties:

A. Upkeep, maintenance, repair, replacement, management, and operation of the Common Area, including the exterior areas adjacent to Units (including landscaping), parking lot maintenance, snow removal, and cleaning of rain gutters.

B. Provide upkeep, maintenance, repair, and replacement of roofs, siding, exterior building surfaces, foundations, utility lines, etc.

C. The employment of independent contractors to perform the foregoing upkeep, maintenance repair and replacements; to contract for legal and accounting services, to pay all property taxes and special assessments levied or assessed upon the Common Area and any other liabilities and expenses incurred for the common benefit of the Owners.

D. To charge such fees as it deems reasonable for the use by Owners of Common Area facilities, if any. All such fees shall be charged uniformly to the Owners based upon the usage or some other reasonable standard adopted by the Board. The Board shall have the discretionary authority to care for vacant Units, and to assess the costs for this maintenance to the Owner of such Unit. The Board may also purchase, hold, and sell personal property for the mutual benefit of the Owners.

E. To take any of the following actions against any person or entity whose acts or failure to act violates or threatens to violate any provision of the Declaration, the Bylaws or rules of the Association. (1) Impose monetary penalties including late charges and interest for any assessment in default for over twenty days from the date of assessment; (2) Suspend voting rights in the Association; and (3) Suspend use privileges for the Common Area except rights of ingress and egress and the determination whether to impose any of the sanctions shall be in the sole discretion of a majority of the Board. The Board may not suspend use privileges for more than thirty days except in cases where the suspension is for delinquent payment of assessments, and monetary penalty shall not exceed \$200 for any one violation, excluding late charges for delinquent assessments. The penalty for late payment and assessments shall be \$25 per each month that the assessment and penalties remain unpaid. Any amount owed may be collected by assessment as provided herein. An Owner shall be given ten days written notice before imposition of any penalty, and the notice shall state the reasons for the action of imposing a penalty. The Owner shall have the opportunity to be heard orally, or in writing by a majority of the Board before the imposition of the penalty.

IX MANAGEMENT OF FUNDS, BUDGET, AND ASSESSMENT

1. Management of Funds. All funds collected hereunder shall be expended for the purposes designated in or permitted by the Declaration or these Bylaws.

2. Accounting. The funds and expenditures of the Association shall be credited and charged to accounts which include the following classifications as appropriate:

A. Current expenses, which shall include all funds and expenditures to be expended within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds.

B. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

C. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence to the Common Area or the exterior surfaces of the units or to replace equipment.

3. Records. The Board shall cause to be kept, complete and accurate books, minutes, and records of all receipts and expenditures, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred, together with any additional information which may from time to time, be determined to be required by the Board. Such books and records, together with vouchers authorizing payments, shall be available for examination by the Owners, their mortgagees, attorneys, or agents, at any reasonable times upon reasonable notice. All books and records shall be kept in accordance with generally accepted accounting principles and shall be reviewed at least once a year by a certified public accountant if authorized by a majority of Owners constituting a quorum at the annual Association meeting or a special meeting called for such purpose. If such review is authorized, one copy of the financial statement and report to the Association prepared by the independent auditor shall be furnished to each Owner and to any mortgagee requesting the same within ninety (90) days following the end of the fiscal year covered thereby or as soon thereafter as the same may be completed.

4. Budget. Prior to each meeting of Owners, the Board shall estimate the common expenses which it anticipates will be incurred during the ensuing fiscal year, shall determine the regular assessments and any special assessments required to be paid to the Association for such fiscal year; shall make provision for creating, funding, and maintaining reasonable reserves for contingencies, operations, repairs and replacement of Common Area and the exterior surfaces of the Units and shall take into account any expected income and any surplus available from the expired fiscal years operations. The Board may from time to time, impose such special assessments upon an Owner or all Owners as may be determined to be necessary by the Board, subject to the restrictions set forth in these Bylaws and/or in the Declaration. If the sum estimated and budgeted for a particular fiscal year at any time proves to be inadequate for any reason (including nonpayment of certain Owner's assessments), the Board may at any time levy a further assessment. The annual budget and proposed assessments determined by the Board shall be reviewed by the Owners at the annual meeting of the Association, or at any special meeting called for such purpose, and shall be deemed approved, whether or not a quorum of Owners is present, unless a majority of Owners constituting a quorum at the meeting reject the budget.

5. Allocation and Payment of Common Expenses. The Common Expenses in the annual budget shall be assessed equally to all Units. The assessed amount for each Unit shall be

divided into twelve (12) monthly payments with the first monthly assessment to be payable on the first day of the first month of the new fiscal year with each succeeding installment due at one (1) month intervals. Monthly payments not paid within thirty (30) days after their due date shall bear interest at the rate of ten (10%) percent per annum or at such other rate as the Board shall determine.

6. Failure to Determine Assessments. The failure of the Board to establish assessments for the fiscal year commencing at the annual meeting shall not be deemed to constitute a waiver or modification in any respect of the provisions of the Bylaws or release any Owner from the obligation to pay assessments. In such event the amount of assessment fixed for the preceding year shall continue in force until a new assessment is established. Following the determination of the assessment for the current fiscal year, if such assessment is greater than the prior year assessment, the board shall increase each monthly assessment to be paid by an Owner an equal amount by which the current year assessment exceeds the previous year's assessment.

7. No Exemption Assessments. No Owner shall be exempt or otherwise escape liability for Common Expenses by his or her waiver or the use and enjoyment of Common Area or by the abandonment or non-use of the Owner's Unit.

8. Application of Rent to Pay Assessments. If an Owner whose Unit is leased or rented to another shall default in the payment of assessments, the Board may, at its option and for so long as such default shall continue, demand and receive from the tenant occupying the Unit, a portion of the rent, as the same becomes due, sufficient to cover the assessments due the Association and to the extent such rent is paid to the Board, the tenant shall be discharged of liability to the Owner.

9. Capital Improvements. Capital improvements or maintenance, exceeding a cost of \$20,000 dollars, which are not emergencies requiring immediate Board action, require a majority approval of the Board of Directors, and subsequent approval by a minimum of twelve (12) affirmative votes cast by Owners in attendance or represented by proxy at a duly called meeting of the Association. Capital improvements and non-emergency maintenance costing less than \$20,000 require approval by a majority of the Board of Directors, and subsequent approval of a majority of the Owners in attendance at a duly called meeting of the Association where a quorum is present. Capital improvements to the Common Area means an addition to or expansion to an existing improvement, structure, playground equipment, or other equipment including adding lawnmowers but does not include Common Area maintenance and repairs or replacement of existing structures or equipment or general and emergency maintenance performed by the Board of Directors.

10. Owners Expenses Not Included in Common Expense. The Owners shall each maintain, repair, and replace the interior of their Units. Each Owner is responsible for maintaining his Unit in a clean, sanitary and attractive condition.

11. Joint Liability of Owner and Purchaser. The purchaser of a Unit shall be jointly and severally liable with the Owner selling the Unit for all unpaid assessments due the Association at the date of transfer of ownership pursuant to Article III, Section 1, but such liability shall be

without prejudice to the Purchaser's right to recover from the Owner, the assessments paid by the Purchaser. Upon the transfer of ownership of a Unit to another person, the Owner's interest in any reserved fund or funds of the Association shall automatically be transferred to the Purchaser.

12. Notice of Assessment. The Board of Directors shall give each Owner no less than 15 days to pay any assessment levied upon such Owner, which assessment shall be made known to an Owner by written invoice.

ARTICLE X LIENS FOR ASSESSMENTS AND OTHER CHARGES

1. Perfection of Lien. An assessment upon a Unit made in accordance with the Declaration or these Bylaws shall be a debt of the Owner thereof at the time the assessment is made. The amount of any such assessment, together with other charges thereon, such as interest, costs (including attorney's fees), and penalties, as provided by these Bylaws shall be and become a lien upon the Unit assessed when the Association records with the recorder a notice of assessment, which shall state the amount of the assessment and such other charges thereon, a description of the Unit assessed, and the name of the record Owner thereof. Such notice shall be signed by the President or other authorized representative of the Association.

2. Lien Notice. Within forty-eight (48) hours after recording a Notice of Assessment, the Association shall serve the Owners of the Unit by personal delivery or by certified mail to the last known address of the Owner, a true and correct copy of the recorded Notice of Assessment. All such Association liens shall be subordinate to all Mortgages or other liens or charges upon the Unit recorded with the recorder prior to any recorded Notice of Assessment.

3. Subsequent Assessment Included in Recorded Lien. After the recording of the Notice of Assessment and the Owner, subject to the lien fails to pay any additional assessment chargeable to his Unit, then so long as the assessment remains unpaid, such lien shall automatically accumulate the subsequent unpaid assessments without the necessity of further filings. For the purpose of determining the date the lien is filed in those cases when subsequent unpaid assessments have accumulated under the lien, the claim regarding each unpaid assessment shall be deemed to have been filed at the time such unpaid assessment became due.

4. Lien Priority and Extension. Such lien shall be prior to all other liens filed or recorded to the recordation of said notice of assessment except that labor or materialmen's liens arising under the law of Idaho and timely and duly filed shall have priority if the date fixed by statute for such lien to arise is prior to recording as if the date fixed by statute for such lien to arise is prior to recording as provided in this section. Unless sooner satisfied and released or the enforcement thereto initiated as hereafter provided such lien shall expire and be of no further force or effect one (1) year from the date of recordation of said notice of assessment; provided, however, that said one year period may be extended by the management body for not to exceed one (1) additional year by recording a written extension thereof.

5. Optional Remedy. Irrespective of the existence of such lien, a suit by the Association to recover a money judgment against any Owner or Owners arising from such unpaid

assessments may be maintained without foreclosure of such lien and without waiving the future enforceability of such lien.

6. Lien Foreclosure. A lien may be enforced by sale by the Association body, its attorney, or other person authorized to make the sale, after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law for the exercise of powers of sale in deeds of trust or any other manner permitted by law.

ARTICLE XI CONSTRUCTION

In the event of any conflict between these Bylaws and the Declaration, the Declaration shall govern.

Without limiting the foregoing, the masculine gender includes the feminine and neuter; the singular number includes the plural, and the plural number includes the singular; "shall" is mandatory and "may" is permissive.

ARTICLE XII ENFORCEMENT

The Board, each Owner and any group of Owners shall have standing and authority to enforce the provisions of the Declaration and these Bylaws. The Board may also bring on behalf of two (2) or more Owners any cause of action relating to the Common Area or more than one Unit. Affirmative and negative injunctions in addition to damages may be claimed in any action brought by an Owner or Owners or the Board. The foregoing remedies are cumulative and not exclusive; the Board or Owner(s) shall have any other remedy allowed by law. The venue for all such actions shall be in a court of subject matter jurisdiction located in Bannock County, State of Idaho.

ARTICLE XIII AMENDMENTS

These Bylaws may be amended or repealed at any annual meeting of the Owners or at any special meeting thereof, if notice of the proposed alteration or repeal to be made is contained in the notice of such special meeting, by the affirmative vote of two-thirds (2/3) of the quorum of Members present in person or by proxy at the meeting or by a majority of the voting power, whichever is less.

A copy of each amendment shall be signed by the President and attested by the Secretary and shall be binding upon each Owner upon mailing a copy of the amendment by first class mail to the Owner's last address as it appears on the books of the Association.

SIGNATURES ON FOLLOWING PAGE

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