

**THIRD AMENDED AND RESTATED
BYLAWS FOR
MEADOWCREEK PROPERTY OWNERS' ASSOCIATION, INC.**

AN IDAHO NONPROFIT CORPORATION

**ARTICLE I
NAME AND LOCATION; PURPOSE**

Section 1. Name And Location: The name of the corporation is the **MEADOWCREEK PROPERTY OWNERS' ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 3850 Hot Springs Road, New Meadows, Adams County, Idaho 83654. The Board of Directors of the Association may change the principal office from one location to another within Adams County, Idaho. Any change of location of the principal office shall be noted by the Secretary on these Bylaws opposite this Section, or this Section may be amended to state the new location.

Section 2. Purpose: As more particularly described in the declaration, the Association has been formed for the purpose of exercising the powers and performing the duties of the Association set forth in the following Association Documents: These Third Amended and Restated Bylaws; The Articles of Incorporation of the MeadowCreekProperty Owners' Association, Inc., as filed with the Idaho Secretary of State on January 18, 1983, and as amended March 19, 1986, and as amended on October 7, 1992; The Third Amended And Restated Declaration of Protective Covenants, Conditions and Restrictions for MeadowCreek Subdivision; and, The Rules and Regulations for MeadowCreek Subdivision.

**ARTICLE II
DEFINITIONS**

Section 1. Definition Of Words And Terms: The following definitions shall be applicable to Bylaws:

(a) "Association" shall mean and refer to the MeadowCreek Property Owners' Association, Inc., Nonprofit Corporation, its successors and assigns.

(b) "Declaration" shall mean and refer to the Third Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions For MeadowCreek Subdivision, recorded on the 13th day of September, 2005, in the Office of the County Recorder of Adams County, Idaho, as Instrument No. 109948, together with all amendments and supplements thereto. All of the other terms defined in the Declaration shall have the same meaning when used in these Bylaws as when used in the Declaration and such other definitions and meanings are hereby incorporated herein by reference and made a part hereof.

**ARTICLE III
MEMBERS OF THE ASSOCIATION**

Section 1. Members: Every person, persons or entity who is a record Owner of a fee or undivided fee interest in any lot which is subject by covenants or records to assessment by the Association shall be a member of the Association; Contract Vendees shall also be members of the Association; and Owners and the vendor may be held secondarily liable for compliance with the Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Every record Owner of a lot within the Subdivision shall automatically become a member of this Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association and shall be transferred automatically therewith. Any transfer of such membership excepting as part of a conveyance of such lot shall be void. Evidence of membership shall be maintained in the Association's records, and certificates of membership shall be issued to members, provided, however, that only one (1) such certificate shall be issued for each lot.

Section 2. Transfer: The membership held by an Owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or mortgagee of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books, and records of the Association. In the event the Owner, of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association and shall issue a new certificate to the purchaser and there-upon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meetings: Regular meetings of the Association shall be held not less frequently than once each calendar year at a meeting place designated by the Board of Directors of the MeadowCreekProperty Owners' Association (the "Board"). The meetings shall be held within the Subdivision or as close thereto as possible. Unless unusual conditions exist, members' meetings shall not be held outside Adams County, Idaho. Each regular annual meeting of the members shall be held on the same day of the same month of each year, at the hour of 12:00 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

Section 2. Special Meetings: Special meetings of the members shall be called promptly by the Board upon:

- (a) The vote for a special meeting by a majority of a quorum of the board; and,
- (b) The receipt of a written request for a least Five Percent (5%) of the total voting power of the Association.

Section 3. Notice Of Meetings: Written notice of each meeting of the members shall be given to each member, at the direction of the Secretary of the Board or other such person authorized by the Board to call the meeting, either personally or by mail, first class postage prepaid, at the address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of notice. All such notices of any meetings (except the regular annual meeting of members, notice of which shall be given not less than thirty (30) and not more than ninety (90) days before meeting and except as provided under Article VIII, Section 8.06 of the Declaration) shall be sent to each member not less than ten (10) nor more than ninety (90) days before such meeting. All such notices shall specify the place, date and hour of the meeting, and the nature of the business to be undertaken at such meeting.

Section 4. Quorum: The presence in person or by proxy, and/or by ballot pursuant to Article IV Section 8, of members entitled to cast at least twenty percent (20%) of the total voting power of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, any quorum shall not be present or represented at any meeting, a majority of the members present in person or by proxy shall have the power to adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of quorum by those in attendance shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting date. The quorum requirements except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws shall remain unchanged. Adjournment may be without notice other than announcement at the meetings, until a quorum as aforesaid shall be present or represented, except that if for any reason a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings.

Section 5. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Board. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot or receipt of written notice by the Secretary of the Association of the death or judicially declared incapacity of the member maker of the proxy. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy except that the maximum term of any proxy shall be three (3) years from the date of execution. Any revocable proxy covering

the following matters shall set forth the general nature of the matter to be voted on: removal of Directors or reduction in the number of Directors; filling a Board vacancy created by removal of a Director or which has not been filled by the Board, or to fill a vacancy which will be created by a resignation effective in the future; an amendment of the Articles or these Bylaws repealing, restricting, creating or expanding proxy rights; any other amendments of the governing instruments; sale, lease, conveyance, exchange, transfer or other disposition of all or substantially all of the Association assets; a corporate merger and amendment to the agreement of merger changing the principal terms of the agreement; dissolution; and consideration of a plan of distribution upon dissolution which is not in accordance with the liquidation rights as specified in the Articles or Bylaws. Every proxy distributed to ten (10) or more members shall conform to the requirements for written ballots as set forth in Section 8 of this Article. No amendment of the Articles or Bylaws repealing, restricting, creating or expanding proxy rights may be adopted without approval by the members as provided in Section 7 of this Article.

Section 6. Classes Of Voting Membership: The Association shall have one (1) class of voting membership, and each member shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such lot.

Section 7. Voting: Any matter submitted to the members for a vote shall be deemed adopted if approved or ratified by the affirmative vote of a bare majority of the votes represented and voting at a duly held meeting (annual or special) at which a quorum is present or written ballot in conformity with Section 8 of this Article or the affirmative vote or written ballot of such greater proportion as may be otherwise provided by the Articles of Incorporation, the Declaration, or these Bylaws.

Section 8. Action Without Meeting: Any action, which may be taken at a duly held annual or special meeting except the election of Directors, where cumulative voting is a requirement, may be taken without a meeting if the following requirements are met:

(a) A written ballot is mailed to every member entitled to vote on the matter, first class postage prepaid, at the address last appearing on the books of the Association, or supplied by the member of the Association for the purpose of notice, setting forth the proposed action, or if no such address appears or is given, a ballot shall be posted and made available at the place where the principal office of the Association is located or by publication at least once in a newspaper of general circulation in the County in which the principal office is located. Said ballot shall provide opportunity to signify approval or disapproval of each proposed order of business proposed to be acted upon by the Association and indicate a reasonable time for the members to return the ballot to the Association and further provide that the votes of each member shall be cast in accordance with the choice specified.

(b) The number of votes cast by ballot within the specified time period equals or exceeds the quorum required to be present at a meeting authorizing the action in accordance with the provisions of Section 4 of this Article.

(c) The number of approvals of the action equals or exceeds the number of votes which would be required to approve such action at a meeting at which the total number of votes cast was the same as the number of written ballots returned.

(d) All solicitations shall indicate the numbers of responses needed to meet the quorum requirements, shall state the percentage of approval necessary to pass the measure submitted, and shall specify the time by which the ballot must be received to be counted. Unless otherwise provided in the Articles of Incorporation or these Bylaws, a written ballot may not be revoked.

ARTICLE V BOARD OF DIRECTORS

Section 1. Number: The affairs of the Association shall be managed by a Board of nine (9) Directors.

Section 2. Term Of Office: Each of the nine (9) Directors shall be elected for a term of three (3) years, however the terms shall be staggered, so that at each annual meeting the members shall elect three (3) Directors for a term of three (3) years.

Section 3. Compensation: No Director shall receive compensation for any service he may render to the Association as a director. However any Director may be reimbursed for his actual expenses incurred in performance of his duties.

ARTICLE VI NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination: Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies to be filled. Such nominations shall be made from among members or non-members of the Association. A list of candidates shall be forwarded to each member with the notice of meeting required by Article IV, Section 3. Nominations may also be made by any member from the floor at the annual meeting.

Section 2. Election: Election to the Board shall be by secret written ballot. Every Owner entitled to vote at such an election shall have the right to cumulate his votes and give one (1) candidate or divide among any number of candidates, a number of votes equal to the number of Directors to be elected multiplied by the number of votes which such Owner is otherwise entitled to cast pursuant to the Declaration and these Bylaws. Subject to the following provision, the candidate(s) receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected.

No member shall be entitled to cumulate votes for a candidate or candidates, unless such candidate's name or candidates' names have been placed in nomination prior to the voting and the member has given notice at the meeting, prior to the voting, of the member's intention to cumulate votes. If any one member has given such notice, all members may cumulate their votes for candidates in nomination,

Section 3. Not Used.

Section 4. Removal: Any Director may be removed from office, with or without cause, by the vote of at least a simple majority of the voting power of the Members, at any duly called, noticed and held annual or special meeting of members, at which a quorum is present.

Vacancies in the Board caused by any reason other than removal of a Director by the members may be filled by a majority of the, remaining Directors. The successor selected by the remaining members of the Board shall serve for the unexpired term of his predecessor.

ARTICLE VII MEETINGS OF DIRECTORS

Section 1. Regular Meetings: The first meeting of a newly elected Board of Directors shall be held within thirty (30) days of the election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided that a majority of the whole Board shall be present. Subsequent regular meetings of the Board of Directors shall be held semi-annually if the business to be transacted does not justify more frequent meetings. The meetings are to be held at such place and hour as may be fixed from time to time by Resolution of the Board. Notice of the time and place of such meeting shall be posted at prominent places within the Common Areas and Facilities and shall be communicated to the Directors not less than four (4) days prior to the meeting. Notice need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting. The meeting place shall ordinarily be within the Subdivision itself, except that if the Board should decide that a

larger room than that available in the Subdivision is required for the meeting, a meeting place may be selected outside the Subdivision. This meeting place shall be as close to the Subdivision as possible.

Section 2. Special Meetings: Special meetings of the Board of Directors shall be held upon written notice signed by the President of the Association, or by any two (2) Directors other than the President. The notice shall be posted in accordance with the provisions of Section 1 of this Article, and shall be sent to all Board members not less than Seventy-two (72) hours prior to the scheduled time of the meeting provided, however, that notice need not be given to any Board members who signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and the nature of any special business to be considered.

Section 3. Open Meetings:

(a) Regular and special meetings of the Board shall be open to all members of the Association provided, however, that Association members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of the quorum of the Board.

(b) The Board may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 4. Quorum: In the absence of any law or regulation fixing the quorum it consists of a majority of the number of Directors entitled to act. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If, at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting to a designated time. At any meeting so called, any meeting as originally called may be transacted without further notice.

Section 5. Action Taken without A Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of all Directors, individually or collectively, to take such action. Any action so approved shall have the same effect as though taken at a meeting of the Directors. If the Board resolves by unanimous written consent to take action, an explanation of the action taken shall be posted at a prominent place or places within the Common Areas and Facilities within three (3) days after the written consents of all the Directors have been obtained.

**ARTICLE VIII
POWERS AND DUTIES OF THE
BOARD OF DIRECTORS**

Section 1. Powers And Duties: Subject to the limitations of the Articles of Incorporation (the "Articles"), these Bylaws, the Declaration and the provisions of the laws of the State of Idaho as to actions required to be taken, authorized or approved by the members of the Association, or a portion or percentage thereof, all Association powers and duties as set forth in the Articles, the Declaration, and these Bylaws shall be exercised by, or under the authority of the Board, and the business and affairs of the Association shall be controlled by the Board. The powers and duties of the Board shall include but shall not be limited to the following:

(a) Enforcement of all applicable provisions of the Declaration, the Articles and these Bylaws, Rules and Regulations of the Association, and other instruments for the ownership, management and control of the Subdivision;

(b) Payment of taxes and assessments which are, or could become, a lien on the Common Areas and Facilities or a portion thereof;

(c) Procurement and maintenance of adequate casualty, fire, liability and hazard insurance on property owned or administered by the Association; and all other insurance required by law, these Bylaws, the Declaration or good business practice;

- (d) Subject to the limitations of Section 2 below, contracting for goods and/or services as required for the Common Areas and Facilities and interests of or for the Association;
- (e) Delegation of its powers to committees, officers or employees of the Association or as expressly authorized by the Articles, these Bylaws or the Declaration;
- (f) Subject to the limitations of Section 2 below, employment of a manager, attorneys, accountants, independent contractors and such other employees as it may deem necessary and prescribe their duties;
- (g) Preparation and distribution to all members of budgets and financial statements and other information as provided for in Article XI and Article XII of these Bylaws;
- (h) Adoption and publication of Rules and Regulations governing the use of the Common Areas and Facilities, and the personal conduct of the members and their guests thereon, and establishment of penalties for the infraction thereof;
- (i) Initiation and execution of disciplinary proceedings against members of the Association for violations of the Rules and Regulations or other governing instruments, provisions of the Articles, these Bylaws or the Declaration in accordance with the procedures set forth in the Articles, these Bylaws, and the Declaration, including monetary penalties and temporary suspension of an Owner's rights for violations of the provisions of the governing instruments;
- (j) Entering upon any privately owned Subdivision interest as necessary in connection with construction, maintenance or emergency repair for the benefit of the Common Areas or the owners in common;
- (k) Election of officers of the Board;
- (l) Filling of Board vacancies except for a vacancy created by the removal of a Board member;
- (m) Maintenance of a complete record of all its acts and corporate affairs and submission of a statement thereof to the membership at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;
- (n) As more fully provided in the Declaration:
 - (1) Fixing the amount of the annual assessment against each lot at least forty-five (45) days in advance of each annual assessment period;
 - (2) Sending written notice of each assessment to every member subject thereto at least forty-five (45) days in advance of each annual assessment period; and,
 - (3) Foreclosure of the lien against any property for which assessments are not paid with thirty (30) days after due date or bringing an action at law against the member personally obligated to pay the same;
- (o) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid; a reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid such certificate shall be conclusive;
- (p) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(q) To borrow money and incur indebtedness for the purpose of the Association, and to cause to be executed and delivered thereto in the Association name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefore; upon the vote or written assent of not less than Sixty-six and Two-thirds Percent (66 2/3%) of the total voting power of the Association.

Section 2. Limitations: Notwithstanding the powers of the Board as set forth in Section 1, neither the Board nor any agent or delegate, unless authorized by the approval of at least two-thirds of Association Members entitled to vote, who vote in person or by proxy at a meeting called for that purpose and/or who vote by written ballot pursuant to Article IV Section 8 of these Bylaws, and when a quorum is represented, shall:

(a) Enter a contract with a third person or entity whereby such person or entity will furnish goods or services for the Common Areas and Facilities of the Association for a term longer than one (1) year with the following exceptions:

(1) A management contract, the terms of which have been approved in writing by the Federal Housing Administration or the Veterans Administration.

(2) A contract with a public utility company if the rates charged for the materials or services are regulated by the State of Idaho, provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the required rate.

(3) Prepaid casualty and/or liability insurance policies not to exceed three (3) years duration provided that the policy permits short-rate cancellation by the insured.

(b) Spend money for any purpose from the capital expenditure investment account of the Association without the approval of at least two-thirds (2/3) of the members of the Board of Directors.

(c) Sell during any fiscal year, property owned by the Association having an aggregate fair market value in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; provided, that any property donated to the Association may be sold with the approval of at least two-thirds (2/3) of the Board of Directors, including but not limited to the following real property that was gifted to the Association in 2003: Block 10, Lot 01, Block 20, Lot 07, and Block 13, Lot 37.

(d) Pay compensation to members of the Board or officers of the Association for services performed in the conduct of the Association's business provided, however, that the Board may cause a member or officer to be reimbursed for expenses incurred in carrying on the business of the Association.

Section 3. Liability Of The Board Of Directors: The members of the Board of Directors shall not be liable to the members for any non-willful tort, mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The members shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any member arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be limited to such proportions of the total liability thereunder as his interest in MeadowCreek Subdivision bears to the interests of all the members the MeadowCreek Subdivision. Every agreement made by the Board of Directors or by the manager or managing agent on behalf of the Association shall provide that the members of the Board of Directors, or manager or managing agent, are acting only as agents for the members, and shall have no personal liability thereunder (except as members), and that each member's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in MeadowCreek Subdivision bears to the interests of all members in MeadowCreek Subdivision.

Nothing in these Bylaws shall prohibit any member of the Board of Directors from entering into contracts with, or otherwise dealing with the Association, provided that any one or more of these circumstances exist. If obtainable, the Association shall purchase liability insurance for each Director covering his personal liability for his

acts and omissions occurring while acting in the capacity of a Director of the Association, the cost of which shall be paid by the Association.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices: The officers this Association shall be a President and a Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such Other officers as the Board may from time by Resolution create.

Section 2. Election of Officers: The initial officers shall be chosen by majority vote of the Directors at the first meeting of the Board to be held following each annual meeting of the members. Thereafter, officers shall be chosen, removed or replaced at any subsequent meeting of the Board by a majority vote of the total number of Directors on the Board.

Section 3. Term: The officers of this 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, or otherwise be disqualified to serve. All officers shall hold office at the pleasure of the board.

Section 4. Special Appointments: 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.

Section 5. Resignation And Removal: Any officer may be removed from office with or, without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article .

Section 8. Powers And Duties: The powers and duties of the officers are as follows:

(a) **President:** The President shall be the chief executive officer of the Association and shall, subject to the control of the Board, have supervision, direction and control of the business and affairs of the Association. The President shall preside at all meetings of the members and at all meetings of the Board. The President shall be an ex-officio member of all standing committees, and shall have the general powers and duties of management usually vested in the office of the President of a non-profit corporation, and such other powers and duties as may be prescribed by the Board or by these Bylaws. Without limiting the general powers and duties of the President, the President 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 in excess of Five Hundred Dollars (\$500.00).

(b) **Vice President:** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; when so active he shall have all the powers of, and be subject to all the restrictions upon, the President. Furthermore the Vice President shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary:** The Secretary shall keep or cause to be kept, a book of Minutes at the principal office or such other place as the Board may order, of all meetings of Directors and members, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those persons present at the Directors' meeting, the number of members present or represented at members' meetings and the proceedings thereof including recording of the votes.

The Secretary shall give, or cause to be given, notice of all the meetings of the members and of the Board required by the Bylaws or by law to be given, and shall have such powers and perform such other duties as may be prescribed by the Board or the Bylaws.

The Secretary shall keep, or cause to be kept, at the principal office, as determined by Resolution of the Board a record of the members, showing the names of all members, and their addresses.

The Secretary shall keep the corporate seal of the Association and affix it on all papers requiring said seal.

(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 of Directors; shall sign all checks and promissory notes of the Association; and shall keep and maintain or cause to be kept and maintained adequate and correct books of account, including accounts of the Association's assets, liabilities, receipts, disbursements, gains, losses, capital and surplus. The books of account at all times shall be open to inspection by any Director,

The Treasurer shall prepare or cause to be prepared such other financial records and have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws. The Board may delegate the performance of the foregoing duties, subject to the supervision by the Treasurer, to agents retained by the Association.

ARTICLE X COMMITTEES

Section 1. Committees: The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI BUDGET AND FINANCIAL STATEMENTS

Section 1. Budget: The following financial and related information shall be regularly prepared and distributed by the Board to all members of the Association. A budget for each fiscal Year shall be distributed to the membership not less than forty-five (45) days before the beginning of the fiscal year, and shall include at least the following information:

- (a) Estimated revenue and expenses on an accrual basis.
- (b) The amount of the total cash reserves of the Association currently available for replacement or major repair of common facilities and for contingencies.
- (c) An itemized estimate of the remaining life of, and the methods of funds to defray the costs of repairs, replacements, or additions to, major components of the Common Areas and Facilities for which the Association is responsible.
- (d) A general statement setting forth the procedures used by the Board in the calculations and establishment of reserves to defray the costs of repair, replacement, or additions to major components of the Common Areas and Facilities for which the Association is responsible.

Section 2. Balance Sheet: A balance sheet - as of an accounting date which is the last day of the month closest in time to six (6) months from the date of recordation of this Declaration and an operating statement for the period from the date of recordation of the Declaration to said accounting date, shall be distributed to the membership within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the Subdivision interest and the name of the entity assessed.

Section 3. Annual Report: An annual report consisting of the following shall be distributed to the membership within one hundred and twenty (120) days after the close of the fiscal year:

- (a) A balance sheet as of the end of the fiscal year.
- (b) An operating (income) statement for the fiscal year.
- (c) A statement of changes in financial position for the fiscal year.
- (d) For any fiscal year in which the gross income to the Association exceeds \$75,000.00, a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the Idaho State Board of Accountancy. If the report referred to in this Section is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared from the books and records of the Association without independent audit or review.
- (e) A statement of any transaction or indemnification, if any, of interested parties which shall include:
 - (i) A statement of any transaction in which the Association was a party, and in which either any Director or officer or holder of more than Ten Percent (10%) of the voting power of the Association had a direct or indirect material financial interest and which was not fully disclosed to the members and approved in accordance with the provisions of Article IV, Section 3, and Article IV, section 7 herein and which involved more than Fifty Thousand and No/100 Dollars (\$50,000.00) or was one of a number of such transactions involving the same interested party, which in the aggregated involved more than Fifty Thousand and No/100 Dollars (\$50,000.00).
 - (ii) The names of the interested persons involved in such transactions, stating such person's relationship to the Association, the nature of such person's interested in the transaction and where practicable, the amount of such interest; provided that in a transaction with a partnership of which such person is partner only the interest of the partnership need be stated.
 - (iii) A brief description of the amount and circumstances of any loans, guarantees, indemnifications, advances, if any aggregating more than Ten Thousand and No/100 (\$10,000.00) paid or made during the fiscal year to any officer or Director of the Association on account of said officer or Director being made a party or threatened with being made a party to any threatened, pending or completed criminal, administrative or investigative proceeding.

**ARTICLE XII
INSPECTION OF RECORDS AND
DISTRIBUTION OF ADDITIONAL INFORMATION**

Section 1. Inspection By Members of The Association: The membership register, books of account and Minutes of meetings of the members of the Board and of Committees of the Board shall be made available for inspection and copying by any member of the Association- or his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the Subdivision as the Board shall prescribe.

- (a) The Board shall establish reasonable rules with respect to:
 - (i) Notice to be given to the custodian of the records by the member desiring to make the inspection.
 - (ii) Hours and days of the week when such an inspection may be made.
 - (iii) Payment of the cost of reproducing copies of documents requested by a member.

Section 2. Inspection By Directors: Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

Section 3. Additional Information To Be Distributed To Members: The following information shall be distributed by the Board to all members of the Association:

(a) A statement of the Association's policies and practices in enforcing its remedies against members for defaults in the payment of regular and special assessments including the recording and foreclosing of liens against members' Subdivision interests shall be distributed annually within sixty (60) days prior to the beginning of the fiscal year.

(b) Subject to the provisions of Article VII Section 5, Minutes of a Board meeting shall be distributed within sixty (60) days after the meeting.

(c) The agenda distributed in accordance with the provisions of Article IV, Section 3, shall include the name, address, and a brief biographical sketch, if available, of each person who has announced his or her intention to stand for election to the Board.

Section 4. Distribution: All of the above financial and related information shall be regularly prepared and distributed by or under the direction of the Board of Directors to all members in accordance with the provisions of this Article and Article IX, Section 8(d).

ARTICLE XIII ASSESSMENTS

Section 1. Assessments: As more fully provided in the Declaration each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any action or proceeding shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for in the Declaration by nonuse of the Common Areas and Facilities, or by abandonment of his lot.

(a) **Late Charges:** Late charges levied by the Association against a member of the Association for the delinquent payment of regular and special assessments to defray expenses attributable to the ownership, operation, and furnishing of common interests in improved real property and enforcement assessments or penalties imposed upon a member of the Association, shall be equal to the greater of the following: Twenty Five Dollars (\$25.00); or, One and One-Half Percent (1.5%) per month computed on the outstanding balance, which shall include any late charges previously assessed and unpaid, from month to month.

No late charge shall be imposed prior to notification to the member of the imposition of said charge. No charge may be imposed more than once for the delinquency of the same payment, provided, however, that the imposition of a late charge on any delinquent payment shall not eliminate or supersede charges imposed on prior delinquent payments. The payment of an assessment is not delinquent for the purpose of this Section until at least thirty (30) days following the due date of the assessment. When an assessment is paid more than thirty (30) days after the due date of the assessment, late charges shall accrue from the first day following the due date of the assessment. The late charge permitted by this Section shall constitute full compensation for any additional bookkeeping, billing, or other administrative costs that may be incurred by the Association as a result of the late payment of an assessment.