

**AMENDED AND RESTATED BYLAWS OF  
HELENA CONDOMINIUM ASSOCIATION, INC.**

By action taken by the Board of Directors and Members of HELENA CONDOMINIUM ASSOCIATION, INC., an Idaho nonprofit corporation ("Association"), dated effective April 13, 2022, the following Amended and Restated Bylaws ("Bylaws") were duly approved and adopted by the Board of Directors and Members of the Association, which supersede and replace any and all prior Bylaws of the Association, in their entirety:

**ARTICLE 1  
PLAN OF CONDOMINIUM OWNERSHIP**

**1.1 Name and Location.** These are the Bylaws of HELENA CONDOMINIUM ASSOCIATION, INC., an Idaho nonprofit corporation. Helena Condominiums (the "Project") is located in the City of Caldwell, Canyon County, Idaho, and has been subjected to the Idaho Condominium Property Act by a Declaration recorded with these Bylaws (the "Declaration"). The location of the Project is more specifically described in the Declaration.

**1.2 Principal Office.** The principal office of the Association shall be located at such address as may be designated by the board of directors from time to time.

**1.3 Purposes.** This Association is formed under the provisions of the Idaho Condominium Property Act to serve as the means through which the unit owners may take action with regard to the administration, management, and operation of the Project.

**1.4 Applicability of Bylaws.** The Association, all unit owners, and all persons using the Project property shall be subject to these Bylaws and to all rules and regulations that may be adopted pursuant to these Bylaws.

**1.5 Composition of Association.** The Association shall be composed of all the unit owners of the Project, including South Fork Capital LLC, an Idaho limited liability company, and its successors and assigns (the "Declarant"), and the Association, itself, to the extent any of these own any unit(s) of the Project.

**1.6 Incorporation.** The Association has been incorporated under the Idaho Non-Profit Corporation Act. The Articles of Incorporation of the Association shall be consistent with the Declaration. These Bylaws are the current bylaws of the incorporated association.

**1.7 Definitions.** The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

## ARTICLE 2 MEETINGS OF ASSOCIATION

**2.1 Place of Meetings.** The Association shall hold meetings at such suitable place convenient to the unit owners as may be designated by the board of directors from time to time.

**2.2 Turnover Meeting.** No later than 30 (thirty) days following the Transition Date (as defined in the Declaration), Declarant shall call the first meeting of the unit owners (the "turnover meeting") to elect regular directors to replace the directors appointed by the Declarant, as more fully described in Article 3 below. If a quorum of the unit owners is present, the unit owners shall elect not fewer than the number of regular directors sufficient to constitute a quorum of the board of directors. Notice of such meeting shall be given to all owners as provided in Section 2.5. If Declarant fails to call the meeting, the meeting may be called and notice given by any unit owner. The expense of giving notice shall be paid or reimbursed by the Association. At the meeting, Declarant shall deliver to the Association such information and documents as may be required by the Idaho Condominium Property Act and the Idaho Nonprofit Corporation Act. Nothing in this Section shall be construed as preventing Declarant from calling the turnover meeting prior to such date, or from calling informal, informational meetings of the unit owners.

**2.3 Annual Meetings.** Following the turnover meeting, the annual meetings of the Association shall be held on such date each year as may be established by the board of directors from time to time. The annual meetings shall be for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

**2.4 Special Meetings.** Special meetings of the Association may be called by the president or by a majority of the board of directors and must be called by the president or secretary upon receipt of a written request from unit owners owning at least 30 percent of the voting rights stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of meeting.

**2.5 Notice of Meetings.** Notice of the annual meeting and all other meetings of the Association stating the time and place and the purpose or purposes for which the meeting is being called shall be given by the president or secretary. Notice must be given in writing by mail or, to the extent permitted by law, by electronic mail, facsimile or other form of electronic communication acceptable to the board of directors not less than ten days nor more than 50 days prior to the date of the meeting to each unit owner. If mailed, it shall be sent to the owner at his or her address as it appears in the records of the Association. A copy shall be sent to any first Mortgagee requesting such notice. Proof of such notice shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived by any unit owner before or after meetings. Attendance by a unit owner at any meeting shall constitute a waiver of notice by such unit owner. When a meeting is adjourned for less than 30 days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

**2.6 Voting.** Each owner of a unit shall have a vote equal to the unit's allocation of undivided interest in the common areas of the Project; provided, however, that Declarant shall have three times the voting rights otherwise allocable to each such unit owned by Declarant until the Transition Date. Declarant shall be entitled to vote as the unit owner of any unit(s) owned by Declarant. The board of directors shall be entitled to vote on behalf of any unit(s) that has been acquired by or on behalf of the Association; provided, however, that the board of directors shall not be entitled to vote such units in any election of directors.

**2.7 Casting of Votes and Consents.** The voting rights or consent of a unit owner may be cast in person at a meeting of the Association or, at the discretion of the board of directors, by proxy in accordance with paragraph (a) of this Section, by absentee ballot in accordance with paragraph (b) of this Section, by written ballot in accordance with paragraph (c) of this Section, or by any other method specified in the Declaration, these Bylaws or the Idaho Nonprofit Corporation Act, except as otherwise provided in Section 2.8 below.

(a) **Proxies.** A proxy must be dated and signed by the unit owner, is not valid if it is undated or purports to be revocable without notice, and terminates one year after its date unless the proxy specifies a shorter term. The board of directors may not require that a proxy be on a form prescribed by the board of directors. A unit owner may not revoke a proxy given pursuant to this paragraph except by actual notice of revocation to the person presiding over a meeting of the Association or to the board of directors if a vote is being conducted by written ballot in lieu of a meeting. A copy of a proxy in compliance with this paragraph provided to the Association by facsimile, electronic mail or other means of electronic communication utilized by the board of directors is valid.

(b) **Absentee ballots.** An absentee ballot, if authorized by the board of directors, shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by absentee ballot shall include instructions for delivery of the completed absentee ballot, including the delivery location and instructions about whether the ballot may be canceled if the ballot has been delivered according to the instructions. An absentee ballot shall be counted as a unit owner present for the purpose of establishing a quorum. Even if an absentee ballot has been delivered to a unit owner, the unit owner may vote in person at a meeting if the unit owner has returned the absentee ballot and canceled the absentee ballot, if cancellation is permitted in the instructions given under this paragraph.

(c) **Ballot meetings.** At the discretion of the board of directors, any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting by written ballot to the extent and in the manner provided in the Idaho Nonprofit Corporation Act.

(d) **Electronic ballots.** To the extent authorized by the board of directors and permitted by the Idaho Nonprofit Corporation Act, any vote, approval, or consent of a unit owner may be given by electronic ballot.

(e) **Mortgagees.** A unit owner may pledge or assign such owner's voting rights to a Mortgagee. In such a case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the unit owner is entitled under these Bylaws and to exercise the unit owner's voting rights from and after the time that the Mortgagee shall give written notice of such pledge or assignment to the board of directors. Any Mortgagee may designate a representative to attend all or any meetings of the Association.

**2.8 Votes Involving Major Decisions.** For votes of the Association involving a Major Decision, unit owners choosing to vote by proxy or absentee ballot shall be required to vote either in the affirmative or in the negative for the proposed Major Decision. Unit owners shall not be permitted to assign proxy voting discretion to any person or entity that is not a unit owner on matters involving Major Decisions of the Association. The term "Major Decision" shall include the following:

(a) Any vote of the Association to terminate professional management pursuant to Section 3.7 below;

(b) Any vote of the Association to incur or commit the Association to incur legal fees in excess of \$5,000 for any specific litigation or claim matter or enter into any contingent fee contract on any claim in excess of \$100,000 pursuant to Section 3.6(e) below;

(c) Any vote of the Association proposing to borrow any sum of money in excess of an amount or amounts, aggregated for the calendar year in question, exceeding 15 percent of the estimated budget of the Association pursuant to Section 3.6(h) below; and

(d) Any vote of the Association to approve an amendment to these Bylaws.

**2.9 Fiduciaries and Joint Owners.** An attorney-in-fact, executor, administrator, guardian, conservator or trustee may vote or grant consent with respect to any unit owned or held in a fiduciary capacity, whether or not the specific right has been transferred to his or her name; provided, that such person shall satisfy the secretary that he or she is the attorney-in-fact, executor, administrator, guardian, conservator or trustee, holding the unit in a fiduciary capacity. Whenever any unit is owned by two or more persons jointly, according to the records of the Association, the vote of such unit may be exercised by any one of the owners, in the absence of protest by a co-owner. In the event of disagreement among the co-owners, the vote of the unit shall be disregarded completely in determining the proportion of votes given with respect to such matter unless a valid court order establishes the authority of a co-owner to vote.

**2.10 Tenants.** Unless otherwise expressly stated in the rental agreement or lease, all voting rights allocated to a unit shall be exercised by the owner/landlord.

**2.11 Quorum of Unit Owners.** At any meeting of the Association, members holding 50 percent of the voting rights, present in person, by proxy or by absentee ballot, if permitted by the board of directors, shall constitute a quorum. The subsequent joinder of a unit owner in the action taken at a meeting by signing and concurring in the minutes of the meeting shall constitute

the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a unit owner or owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**2.12 Majority Vote.** The vote of the holders of more than 50 percent of the voting rights, present in person or by proxy at a meeting at which a quorum is constituted, shall be binding on all unit owners for all purposes unless a higher percentage vote is required by law, by the Declaration or by these Bylaws.

**2.13 Continued Votes.** If at a meeting to consider action on a Major Decision, as defined in Section 2.8, insufficient votes are cast to approve the action, then the action shall be deemed rejected. The meeting or vote may not be continued in order to obtain additional votes. Any further voting on such matter must be taken at a new duly called meeting at which new votes must be cast in person or by proxy.

**2.14 Order of Business.** The order of business at annual meetings of the Association shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees, if any;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

**2.15 Rules of Order.** Unless other rules of order are adopted by resolution of the Association or the board of directors, all meetings of the Association shall be conducted according to the latest edition of Robert's Rules of Order published by Robert's Rules Association.

**ARTICLE 3  
BOARD OF DIRECTORS**

**3.1 Number and Qualification.** The affairs of the Association shall be governed by a board of directors composed of three interim directors or three regular directors, as provided in Section 3.2 and Section 3.3 of this Article. All directors, other than interim directors appointed by Declarant, shall be owners or co-owners of units of the Project. For purposes of this Section, an officer, employee or agent of a corporation, a member, manager, employee or agent of a limited liability company, or a partner, employee or agent of a partnership may serve on the board if such corporation, limited liability company or partnership is an owner or co-owner of a unit. In addition, a trustee may serve on the board if the trustee holds legal title to a unit for the benefit of the owner of the beneficial interest in the unit; and an executor, administrator, guardian, conservator or other individual appointed by a court to serve in a fiduciary capacity for an owner of a unit, or an officer or employee of an entity if an entity is appointed, may serve on the board.

**3.2 Interim Directors.** Upon the recording of the Declaration, Declarant shall appoint an interim board of three directors, who shall serve until replaced by Declarant or their successors have been elected by the unit owners as provided below.

**3.3 Election and Term of Office.** At the turnover meeting called by Declarant pursuant to Section 2.2 of these Bylaws, the interim directors shall resign, and three successors shall be elected. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality and directors shall be elected to serve at large.

**3.4 Vacancies.** Vacancies in the director position caused by any reason other than the removal of a director by a vote of the Association shall be filled with a unit owner by vote of the remaining directors. Each person so elected shall be a director until a successor is elected to fill the unexpired term at the next annual meeting of the Association or the next special meeting of the Association called for that purpose. Vacancies in interim directors shall be filled by Declarant.

**3.5 Removal of Directors.** At any regular or special meeting of the Association duly called, any one or more of the directors, other than interim directors, may be removed with or without cause by a majority vote of the unit owners present in person or by proxy. A successor shall be so elected at that meeting to fill the vacancy thus created. The unit owners must vote on the removal of each director separately. The notice and agenda of any such meeting shall state that such removal is to be considered, and any director whose removal has been proposed shall be given an opportunity to be heard at that meeting and prior to the vote. A removed director shall remain a director until the vacancy has been filled.

**3.6 Powers and Duties.** The board of directors shall have all the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties that by law or by the Declaration, the Articles or by these Bylaws may not be delegated to the board of directors by the unit owners; provided, however, that the board of directors may not

take any action that could interfere with the sale, lease or other disposition of units owned by Declarant or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved for Declarant or that would impose any discriminatory charge or fee against Declarant, without the prior written consent of Declarant. The powers and duties to be exercised by the board shall include, but shall not be limited to the following:

(a) Operation, care, upkeep, maintenance, repair and replacement of the general and limited common areas and Association property;

(b) Determination of the amounts required for operation, maintenance, and other affairs of the Association, and the making of such expenditures;

(c) Preparation and adoption of budgets, preparation, review and update of reserve studies and assessment and collection of the common expenses, all in accordance with the provisions of these Bylaws;

(d) Employment and dismissal of such personnel as necessary for the efficient maintenance, upkeep, and repair of the common areas;

(e) Employment of legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association; provided, however, the board may not incur or commit the Association to incur legal fees in excess of \$5,000 for any specific litigation or claim matter or enter into any contingent fee contract on any claim in excess of \$10,000 unless the unit owners have enacted a resolution authorizing the incurring of such fees or contract by a vote of 75 percent of the total voting rights of the Association. These limitations shall not be applicable to legal fees incurred in defending the Association and the board of directors from claims or litigation brought against them. The dollar amounts set forth in this paragraph shall increase by ten percent on each fifth anniversary of the recording of the Declaration;

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

(g) Preparation and distribution of annual financial statements in accordance with these Bylaws and annual preparation and filing of all required income tax returns or forms for the Association;

(h) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the common areas and Association property; provided, however, that (i) the consent of 75 percent of the voting rights shall be required for the borrowing of any sum in excess of an amount or amounts, aggregated for the calendar year in question, exceeding 15 percent of the estimated budget of the Association for that calendar year to cover the operation, care upkeep and maintenance of the common areas, and (ii) no lien to secure repayment of any sum borrowed may be created on any

unit or its appurtenant interest in the common areas without the consent of the owner of such unit. The Association may pledge Association income to secure such borrowing;

(i) Purchasing units of the Project at foreclosure or other judicial sales in the name of the Association, or its designee, on behalf of all the unit owners as provided in these Bylaws, and selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of directors), or otherwise dealing with units of the Project acquired by the Association or its designee on behalf of all the unit owners;

(j) Obtaining insurance pursuant to the provisions of these Bylaws and at least annually reviewing the insurance coverage of the Association;

(k) Making additions and improvements to, or alterations of, the common areas; provided, however, that no such project may be undertaken by the board of directors if the total cost will exceed 15 percent of the estimated budget of the Association for that calendar year to cover the operation, care, upkeep and maintenance of the common areas unless the unit owners have enacted a resolution authorizing the project by a majority vote of the members, except that no such vote shall be required for work that is urgently needed for reasons of life, safety or structural integrity. This limitation shall not be applicable to maintenance, repairs or replacement undertaken pursuant to paragraph (a) above;

(l) Modify, close, remove, eliminate, or discontinue the use of a general common area facility or improvement or portion of the common area landscaping;

(m) Designating one or more committees that, to the extent provided in the resolution designating the committee, shall have the powers of the board of directors in the management of the affairs of the Association. At least one member of each committee shall be a member of the board;

(n) Enforcement by legal means of the provisions of the Idaho Condominium Property Act, the Declaration, the Articles, these Bylaws and any rules and regulations adopted hereunder. Nothing in these Bylaws shall be construed as requiring the Association to take any specific action to enforce violations;

(o) Maintain a current mailing address for the Association, file an annual report, and maintain and keep current the information required to enable the Association to comply with the Idaho Nonprofit Corporation Act; and

(p) Subject to the restrictions in subsection (e) above, initiate or intervene in litigation or administrative proceedings (including mediation under these Bylaws) in the name of the Association, and without joining the individual unit owners, as permitted by the Idaho Condominium Property Act; provided that no litigation or administrative proceeding may be initiated on a matter relating to or affecting the unit of a unit owner unless the unit owner has consented in writing to such action after full disclosure of the potential cost, duration and possible outcomes of the proposed litigation or administrative proceeding. Except for litigation



or administrative proceedings relating to the collection of unpaid assessments, the board shall notify all unit owners prior to instituting litigation or administrative proceedings. With regard to any pending litigation involving the Association the board of directors shall periodically report to the unit owners as to the status (including settlement offers), progress, and method of funding such litigation. Nothing in this paragraph shall be construed as requiring the board of directors to disclose any privileged communication between the Association and its counsel. The provisions of Idaho Code § 55-1513, concerning actions or litigation by the management body on behalf of two (2) or more of the condominium owners, as the same may be amended, are waived to the extent they may be inconsistent with the express provisions of these Bylaws.

**3.7 Managing Agent.** On behalf of the Association, the board of directors may employ or contract for a managing agent at a compensation to be established by the board. The board may delegate to the managing agent such duties and powers as the board may authorize. In the absence of such appointment, the board shall act as manager; provided, however, that the board may not discontinue professional management and assume self-management, other than on a temporary basis while diligently seeking to retain a new professional manager, unless the decision to do so is approved by at least 75 percent of the total voting rights of the Association. The managing agent shall have the right to contract with any unit owner, individually or collectively with other unit owners, for personal services for a particular unit or units.

**3.8 Contracts Entered into by Declarant or Interim Board.** Notwithstanding any other provision of these Bylaws, any management contracts, service contracts or employment contracts entered into by Declarant or the interim board on behalf of the Association shall have a term not in excess of three years.

**3.9 Organizational Meeting.** Unless otherwise agreed by the board of directors, within 14 days following the annual meeting of the Association or following any meeting at which an election of directors has been held, the board shall hold an organizational meeting at such place and time as shall have been fixed by the directors at the meeting at which the election was held.

**3.10 Regular and Special Meetings.** Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Special meetings of the board may be called by the president and must be called by the secretary at the written request of at least two directors. Notice of any special meeting shall be given to each director, personally or by mail, telephone or, to the extent permitted by the Idaho Nonprofit Corporations Act, by electronic mail, facsimile or other form of electronic communication acceptable to the board at least seven days prior to the day named for such meeting, and shall state the time, place and purpose of such meeting. For a period of ten years following closing of the sale of the last unit by Declarant to a person other than a successor Declarant, notices of meetings (including agendas) shall also be given to Declarant in the same manner as given to the directors. Unless other rules of order are adopted by resolution of the Association or the board, all meetings of the board shall be conducted according to the latest edition of Robert's Rules of Order published by Robert's Rules Association.

### **3.11 Open Meetings.**

(a) All meetings of the board of directors shall be open to unit owners and, for a period of ten years following closing of the sale of the last unit by Declarant to a person other than a successor Declarant, to Declarant or a representative of Declarant, except that, in the discretion of the board, the board may close the meeting to owners other than board members and meet in executive session to consult with legal counsel or to consider personnel matters, including salary negotiations and employee discipline, negotiation of contracts with third parties or collection of unpaid assessments. Except in the case of an emergency, the board shall vote in an open meeting whether to meet in executive session. If the board votes to meet in executive session, the presiding officer shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in the executive session shall be included in the minutes of the meeting, and any contract or action considered in executive session shall not become effective unless the board, following the executive session, reconvenes in open meeting and votes on the contract or action, which shall be reasonably identified in the open meeting and included in the minutes.

(b) Meetings of the board of directors may be conducted by telephonic communication or by other means of communication that allows all members of the board participating to hear each other simultaneously or otherwise to be able to communicate during the meeting, except that: (i) for other than emergency meetings, notice of each board's meeting shall be posted at a place or places on the property at least three days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform the unit owners of such meeting; and (ii) only emergency meetings of the board may be conducted by telephonic communication or such other means. The meeting and notice requirements of this Section may not be circumvented by chance or social meetings or by any other means.

**3.12 Waiver of Notice.** Any director may, at any time, waive notice of any meeting of the board of directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall constitute a waiver of notice by such director. If all of the directors are present at any meeting of the board, no notice to directors shall be required and any business may be transacted at such meeting.

**3.13 Quorum of Board of Directors.** At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the board. If at any meeting of the board less than a quorum is present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice to the directors.

**3.14 Voting.** A director who is present at a meeting of the board of directors at which action is taken on any Association matter is presumed to have assented to the action unless the director votes against the action or abstains from voting on the action because the director claims

a conflict of interest. When action is taken on any matter at a meeting of the board, the vote or abstention of each director present must be recorded in the minutes of the meeting. Directors may not vote by proxy or by secret ballot at meetings of the board, except that officers may be elected by secret ballot.

**3.15 Compensation.** No director shall receive any compensation from the Association for acting as director.

**3.16 Deadlock Resolution.** If the board of directors is deadlocked on any matter properly before the board in accordance with these Bylaws, and the matter cannot be settled through direct discussions, the board shall resolve the matter by mediation within ten business days following the date of the meeting. If the board cannot agree upon a mediator, then one shall be selected through the process provided by a recognized mediation service designated by the first director who notifies the others of the mediation service selected. Thereafter, if the matter cannot be resolved by mediation, the matter may be resolved by litigation.

**3.17 Liability and Indemnification of Directors, Officers, and Managing Agent.** A member of the board of directors or an officer of the Association shall not be liable to the Association, any unit owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties as long as the individual acted in good faith, believed that the conduct was in the best interests of the Association, or at least was not opposed to its best interests, and in the case of criminal proceedings, had no reason to believe the conduct was unlawful. A director appointed under Section 3.2 of these Bylaws shall not be liable to the Association, any unit owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act that represents the exercise of authority established in the Declaration, including any action or failure to act requested by Declarant or resulting from any prior or concurrent duty or loyalty owed by such director to Declarant; provided that nothing in this Section limits the liability of Declarant for such actions or failure to act by a director. If any member of the board or any officer of the Association is threatened with or made a party to any proceeding because the individual was or is a director or officer of the Association, the Association shall defend the individual against such claims and indemnify the individual against liability and expenses incurred to the maximum extent permitted by law. Unless a higher standard is set forth in any contract between the Association and any managing agent of the Association, any managing agent of the Association, and its officers and employees, shall not be liable to the Association, the unit owners or any third party on account of any action or failure to act in the performance of its duties as managing agent, except for acts of gross negligence or intentional misconduct. Prior to the turnover meeting described in Section 2.2, the managing agent shall not be liable to the Association, any unit owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act that represents the exercise of authority established in the Declaration, including any action or failure to act requested by Declarant or resulting from any prior or concurrent duty or loyalty owed by such director to Declarant; provided that nothing in this Section limits the liability of Declarant for such actions or failure to act by the managing agent. Unless otherwise provided in any contract between the Association

and any managing agent of the Association, if the managing agent is threatened with or made a party to any proceeding, the Association shall defend the managing agent and its officers and employees against such claims and indemnify the managing agent and its officers and employees from any such claims to the maximum extent permitted by law, unless arising out of gross negligence or intentional misconduct.

**3.18 Insurance.** The board of directors shall obtain the insurance required in these Bylaws. In addition, the board of directors, in its discretion, may obtain such other insurance as it deems necessary to protect the interests of the Association or unit owners. The board shall conduct an annual insurance review that, if appropriate, shall include an appraisal of all improvements contained in the Project.

#### **ARTICLE 4 OFFICERS**

**4.1 Designation.** The principal officers of the Association shall be the president, the secretary, and the treasurer, all of whom shall be elected by the board of directors. The directors may appoint a vice president, an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary. The president shall be a member of the board of directors, but the other officers need not be directors or unit owners.

**4.2 Election of Officers.** The officers of the Association shall be elected annually by the board of directors at the organizational meeting of each new board and shall hold office at the pleasure of the board. If any office shall become vacant, the board shall elect a successor to fill the unexpired term at any regular meeting of the board, or at any special meeting of the board called for such purpose.

**4.3 Removal of Officers.** Upon the affirmative vote of a majority of the directors, any officer may be removed either with or without cause, and a successor may be elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

**4.4 President.** The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the board of directors. The president shall have all of the general powers and duties that are usually vested in the chief executive officer of an association, including but not limited to the power to appoint committees from among the unit owners from time to time as the president may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

**4.5 Secretary.** The secretary shall keep or supervise the keeping of the minutes of all proceedings of the board of directors and the minutes of all meetings of the Association. He or she shall attend to the giving and serving of all notices to the unit owners and directors and other notices required by law. The secretary shall keep the records of the Association, except for those of the treasurer, and shall perform all other duties that are incidental to the office of secretary of an association and as may be required by the directors or the president. In addition, the secretary

shall act as vice president, taking the place of the president and performing the president's duties whenever the president is absent or unable to act, unless the directors have appointed another vice president.

**4.6 Treasurer.** The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial and account records showing all receipts and disbursements, and for the preparation of required financial statements. He or she shall be responsible for overseeing the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the board of directors, and shall disburse or cause to be disbursed funds of the Association upon properly authorized vouchers. The treasurer shall perform all other duties incident to the office of treasurer of an association and such other duties as may be assigned to him or her by the board of directors.

**4.7 Execution of Instruments.** All agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by general or special resolution of the board of directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the president. All checks shall be signed by the managing agent or by the treasurer, or in the absence or disability of the treasurer, by the president or any duly elected assistant treasurer.

**4.8 Compensation of Officers.** No officer who is a member of the board of directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the unit owners. The board may fix any compensation to be paid to any officers who are not also directors.

## ARTICLE 5 BUDGET, EXPENSES, AND ASSESSMENTS

**5.1 Budget.** The board of directors shall from time to time, and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous over-assessment and plus any under-assessment, and assess the common expenses to each unit owner in the proportion set forth in the Declaration. The budget shall provide for a reserve fund in accordance with Section **Error! Reference source not found.** below and shall take into account the maintenance required by this Declaration. Within 30 days after adopting the annual budget, the board of directors shall provide a summary of the budget to all owners. If the board fails to adopt an annual budget, the last adopted budget shall continue in effect.

**5.2 Determination of Common Expenses.** Common expenses shall include:

- (a) Expenses of administration, including management fees.

(b) Expenses of operation, maintenance, repair or replacement of common areas, any other portions of the Project required to be maintained by the Association pursuant to the Declaration or these Bylaws, and any Association property.

(c) Cost of insurance or bonds obtained in accordance with these Bylaws.

(d) A general operating reserve, including an amount sufficient to cover the deductible under the property damage insurance policy.

(e) Reserve for replacements, repairs, and maintenance.

(f) Any deficit in common expenses for any prior period.

(g) Utilities and services for the common areas and other utilities and services with a common meter or commonly billed, such as trash collection, water, and sewer. If the board of directors determines that a particular unit's use of such services is greater than the average of other unit owners, the board may assess to such owner the cost attributable to such extra use.

(h) Any other items properly chargeable as an expense of the Association.

### **5.3 Assessment of Common Expenses.**

(a) **Obligation to pay.** All unit owners shall be obligated to pay common expenses assessed to them by the board of directors on behalf of the Association pursuant to these Bylaws and the Declaration. No unit owner by the owner's own action may claim exemption from liability for contribution toward common expenses by waiver by the owner of use or enjoyment of any of the common areas or by abandonment by the owner of the owner's unit. A unit owner may not claim an offset against an assessment for failure of the Association to perform its obligations and no unit owner may offset amounts owing or claimed to be owing by the Association or Declarant to the unit owner. If the board determines that any loss or cost incurred by the Association is the fault of one or more unit owners, the Association may assess the amount of the loss or cost exclusively against the units of the responsible owners. Declarant shall be assessed as the unit owner of any unsold unit, but such assessments shall be prorated to the date of sale of the unit. The board, on behalf of the Association, shall assess the common expenses against the unit owners from time to time, and at least annually, and shall take prompt action to collect from a unit owner any common expense due that remains unpaid for more than 30 days from the due date for its payment. The board may elect to round assessments to the nearest dollar.

(b) **Working capital fund.** At the time of closing of the initial sale of each Unit to a person other than a successor Declarant, and thereafter on any subsequent sale of a Unit, the purchaser shall make a contribution to the working capital of the Association equal to one (1) months' regular association assessments for the unit, which sums shall be held in a segregated working capital fund established in the name of the Association. Such contribution

shall be in addition to the regular monthly common expense assessment and shall not be considered as an advance payment of regular assessments. Declarant may not use the working capital fund to defray any of Declarant's expenses, reserve contributions, or construction costs or to make up any budget deficits while Declarant is in control of the Association. After the turnover meeting, the board of directors, at its discretion, may use working capital funds for unexpected operating expenses, extraordinary items of maintenance, repair or replacement or capital additions, or may deposit all or a portion of such funds into the reserve account.

(c) **Commencement of regular operating expense assessments.** Regular monthly assessments for common operating expenses for units in the first stage of the Project shall commence upon closing of the first sale of a unit in such stage of the Project and for subsequent stages, if any, shall commence for all units in such stage upon recording of the applicable Supplemental Declaration.

(d) **Annexation of additional stages.** If additional units are annexed to the Project, the board of directors shall promptly prepare a new budget reflecting the addition to the Project and shall re-compute any previous assessment covering any period after the closing of the sale of the first unit in the new stage.

#### **5.4 Special or Extraordinary Assessments.**

(a) **Special assessments for capital improvements.** In the case of any duly authorized capital improvement to the common areas, the board of directors may by resolution establish separate assessments for the same, which may be treated as capital contributions by the unit owners, and the proceeds of which shall be used only for the specific capital improvements described in the resolution. The Association shall not assess units owned by Declarant for additional capital improvements to the Project without the written consent of Declarant as long as Declarant owns more than three units then annexed to the Project or as long as the time specified in the Declaration for annexing additional stages has not expired.

(b) **Other special or extraordinary assessments.** If the board of directors determines that the assessments established upon adoption of the budget as provided in Section 5.3 above will be insufficient to pay the common expenses, or the board determines that additional funds will be needed to meet unexpected or unbudgeted common expenses, the board may levy an additional special or extraordinary assessment. Such assessment shall be allocated to each unit in the same proportion set forth in the Declaration and may be payable in installments over a specified period, in a lump sum, or in a lump sum with option to pay in installments with interest, as determined by the board.

#### **5.5 Default in Payment of Assessments.**

(a) **Interest.** In the event of default by any unit owner in paying any assessments to the Association, including assessed common expenses and any other charge imposed or levied by the Association pursuant to the provisions of the Declaration, the Articles, these Bylaws or the Idaho Condominium Property Act, such unit owner shall be obligated to pay



interest at the rate of 12 percent per annum on such assessment from the due date thereof, or at such greater rate as may be established by the board of directors from time to time, not to exceed the maximum lawful rate, if any.

(b) **Late Charges and Expenses.** The defaulting unit owner shall pay a late charge for any assessment not paid within ten days of its due date in the amount of five percent of the delinquent payment, or such other reasonable late charge or administrative fee, or both, as may be established by the board of directors from time to time by resolution that is delivered to each unit, mailed to the mailing address of each unit or mailed to the mailing address designated by the unit owner in writing, together with all expenses incurred by the Association in collecting such unpaid assessments, including attorneys' fees (whether or not suit is instituted, and at trial or any appeal or petition for review therefrom).

(c) **Acceleration; Suspension of Services.** If the assessment is not paid within 30 days of its due date, to the extent permitted by applicable law, the board of directors may declare any remaining installments of assessments for the balance of the fiscal year immediately due and payable and may terminate the right to receive utility and communication services paid for out of assessments or the right of access to and use of recreational and service facilities of the Project until assessments have been brought current.

(d) **Enforcement.** The board of directors shall have the right to recover for the Association such assessments, together with such charges, interest and expense of the proceeding, including attorneys' fees, by an action brought against such unit owner or by foreclosure of the lien upon the unit provided for in the Idaho Condominium Property Act. As security for the payment of all such obligations, each unit owner hereby grants to the Association a lien with power of sale upon such owner's unit and the right to collect the rents, issues and profits of such owner's unit provided, however, that the unit owner shall retain the right, prior to any default by the unit owner in performance of the unit owner's obligations under the Declaration and these Bylaws, to collect and retain the rents, issues and profits as they become due and payable. Upon any such default, the Association may, at any time after ten days written notice to the unit owner, either in person, by agent or by a receiver to be appointed by a court of competent jurisdiction, and without regard to the adequacy of any security for such indebtedness, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply them, less costs and expenses of operation and collection, including reasonable attorneys' fees, in payment of the indebtedness to the Association, and in such order as the Association may determine. Such action shall not cure nor waive any such default or invalidate any act done pursuant to these Bylaws. This assignment of rents shall not affect, and shall in all respects be subordinate to, the rights and powers of the holder of any first or second Mortgage on any unit to do the same or similar acts.

(e) **Notices to First Mortgagees.** The board of directors shall notify Mortgagees of a unit of any default in the payment of assessments or charges as may be required in the Declaration.



**5.6 Foreclosure of Liens for Unpaid Assessments.** In any suit brought by the Association to foreclose a lien on a unit because of unpaid assessments, the unit owner shall be required to pay a reasonable rental for the use of the unit during the pendency of the suit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The board of directors, acting on behalf of the Association, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the unit. A suit or action to recover a money judgment for unpaid assessments shall be maintainable without foreclosing the liens securing them and without waiving such liens.

**5.7 Statement of Assessments.** The board of directors shall advise each unit owner in writing of the amount of assessments payable by such owner, and furnish copies of each budget on which such assessments are based to all unit owners and, if requested in writing, to their Mortgagees. The board shall promptly provide any unit owner who makes a request in writing with a written statement of the owner's unpaid assessments.

**5.8 Priority of Lien; Mortgages.** To the extent provided by the Idaho Condominium Property Act, any lien of the Association against a unit for assessments shall be subordinate to tax and assessment liens, Mortgages of record when the applicable notice of assessment was recorded, and labor or materialmen's liens. Unless otherwise provided by applicable law, if the purchaser or Mortgagee of a unit obtains title to the unit as a result of foreclosure of such a Mortgage of record, such purchaser or Mortgagee, its successors and assigns, shall not be liable for assessments that are chargeable to such unit and that became due prior to the acquisition of title to the unit by such purchaser or Mortgagee. Any unpaid share of assessments shall be a common expense and be reallocated on a pro rata basis for all units, including such Mortgaged unit. The purchaser or Mortgagee of such Mortgaged unit shall not be relieved of the obligation to pay further assessments.

**5.9 Voluntary Conveyance.** In a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of an owner or an owner's agent, for the benefit of a prospective purchaser, the board of directors shall make and deliver a statement of the unpaid assessments against the prospective grantor or the unit effective through a date specified in the statement, and the grantee in that case shall not be liable for any unpaid assessments against the grantor not included in the written statement.

## **ARTICLE 6 RECORDS AND AUDITS**

**6.1 General Records.** The board of directors and the managing agent, if any, shall keep detailed records of the actions of the board and the managing agent, minutes of the meetings of the board and minutes of the meetings of the Association. The board shall maintain a Book of Resolutions containing the rules, regulations and policies adopted by the Association,

board, and the managing agent. The board shall maintain a list of owners entitled to vote at meetings of the Association and a list of all Mortgagees of units.

**6.2 Financial Records and Accounts.** The board of directors or its designee shall keep within the State of Idaho financial records sufficient for proper accounting purposes and as required by applicable law. All assessments shall be deposited and maintained in the name of the Association in one or more separate federally insured accounts, including certificates of deposit, at a national bank or other bank licensed to do business in the State of Idaho. Such funds may be used to purchase obligations of the United States government. All expenses of the Association shall be paid from the Association's bank account.

**6.3 Assessment Roll.** The assessment roll shall be maintained in a set of accounting records in which there shall be an account for each unit. The account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid on the account and the balance due on the assessments.

**6.4 Payment of Invoices.** The treasurer or managing agent shall pay all invoices for all budgeted items and for any nonbudgeted items up to \$1,000 signed by the president, managing agent, or other person authorized by the board of directors. Any invoices for nonbudgeted items in excess of \$1,000 (or such other amount as may be established by the board) shall require the authorization of the president. Any checks written on reserve accounts must be signed by a member of the board.

**6.5 Reports and Audits.** An annual financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year shall be rendered by the board of directors to all unit owners and to all Mortgagees of units who have requested it within 90 days after the end of each fiscal year.

**6.6 Notice of Sale, Mortgage, Rental or Lease.** Upon the sale, mortgage, rental or lease of any unit, such unit owner shall promptly inform the secretary or managing agent, if any, of the name and address of the vendee, Mortgagee, lessee, or tenant.

**6.7 Availability of Records.** During normal business hours or under other reasonable circumstances, the Association shall make reasonably available for examination and, upon written request, available for duplication, by unit owners, lenders and holders, insurers or guarantors of any first Mortgage that make the request in good faith for a proper purpose, current copies of the Declaration, Articles, Bylaws, other rules concerning the Project, amendments or supplements to such documents, and the books, records, financial statements and current operating budget of the Association. The Association, within ten business days after receipt of a written request by a unit owner, shall furnish copies of such documents to the requesting unit owner. Upon written request, the Association shall make such documents, information and records available to such persons for duplication during reasonable hours. The board of directors, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a

reasonable fee for furnishing copies of such documents, information or records. The fee may include reasonable personnel costs incurred to furnish the information.

**6.8 Statement of Assessments Due.** The Association shall provide, within ten business days of receipt of a written request from an owner, a written statement that provides: (a) the amount of assessments due from the owner and unpaid at the time the request was received, including regular and special assessments, fines and other charges, accrued interest, and late payment charges; (b) the percentage rate at which interest accrues on assessments that are not paid when due; and (c) the percentage rate used to calculate the charges for late payment or the amount of a fixed rate charge for late payment. The Association is not required to comply with this Section if the Association has commenced litigation by filing a complaint against the owner and the litigation is pending when the statement would otherwise be due.

## **ARTICLE 7 AMENDMENTS TO BYLAWS**

**7.1 How Proposed.** Amendments to the Bylaws shall be proposed by either a majority of the board of directors or by unit owners holding 30 percent of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

**7.2 Adoption.** A resolution adopting a proposed amendment may be proposed by either the board of directors or by the unit owners and may be approved by the unit owners at a meeting called for this purpose or by ballot vote. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. To be effective, any amendment must be approved by unit owners holding more than 50 percent of the voting rights in the Association (not merely 50 percent of the voting rights present in person or by proxy at a meeting at which a quorum is constituted), and by Mortgagees to the extent Mortgagee approval is required by the Declaration, except that (a) any amendment of any provision of these Bylaws that is also contained in the Declaration must be approved by the same voting requirement for amendment of such provision of the Declaration, (b) any amendment relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy units, or limitations on the rental or leasing of units must be approved by unit owners holding 75 percent of the voting rights in the Association; and (c) any amendment to a requirement in these Bylaws for a vote of more than 50 percent of the total voting rights of the Association must be approved by such higher percentage of the total voting rights of the Association. Until ten years from the date of closing of the sale of the last unit by Declarant to a person other than a successor Declarant, to be effective, any amendment to these Bylaws must also be approved in writing by Declarant. Following the turnover meeting, to be effective, any amendment to these Bylaws adversely and materially affecting the Commercial Units must also be approved in writing by the Commercial Director.

**7.3 Regulatory Amendments.** Notwithstanding the provisions of Section 7.2 above, until the turnover meeting as described in Section 2.2 has occurred, Declarant shall have the right

(but not the obligation) to amend these Bylaws in order to comply with the requirements of the Federal Housing Administration; the United States Department of Veterans Affairs; the Rural Development or the Farm Service Agency of the United States Department of Agriculture; the Federal National Mortgage Association; the Government National Mortgage Association; the Federal Home Mortgage Loan Corporation; any department, bureau, board, commission or agency of the United States or the State of Idaho; the City of Caldwell and the Canyon County, Idaho; or any corporation wholly owned, directly or indirectly by the United States or the State of Idaho that insures, guarantees or provides financing for a condominium project or units in a condominium project.

**7.4 Execution and Recording.** An amendment shall not be effective until certified by the president and secretary of the Association as being adopted in accordance with these Bylaws and the provisions of the Idaho Condominium Property Act and recorded in the office of the Recorder of Canyon County, Idaho.

## **ARTICLE 8 MISCELLANEOUS**

**8.1 Notices.** All notices to the Association or to the board of directors shall be sent in care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the board of directors may designate from time to time. All notices to any unit owner shall be sent to such address as may have been designated by such owner from time to time, in writing, to the board, or, if no address has been designated, then to the owner's unit. Unless otherwise required by law, in the discretion of the board, any notice, information or other written material required to be given to a unit owner or director under the Declaration or these Bylaws or pursuant to the Idaho Condominium Property Act, may be given by electronic mail, facsimile or other form of electronic communication acceptable to the board.

**8.2 Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

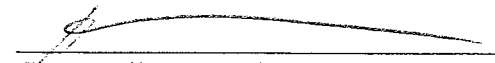
**8.3 Action Without a Meeting.** Any action that the Idaho Condominium Property Act, the Idaho Nonprofit Corporation Act, the Declaration or these Bylaws require or permit the owners or directors to take at a meeting or by ballot may be taken without a meeting or ballot if a consent in writing setting forth the action so taken is signed by all the owners or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the owners or directors, shall be filed in the records of minutes of the Association.


**8.4 Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

**8.5 Conflicts.** These Bylaws are intended to comply with the Idaho Condominium Property Act and the Declaration. In case of any irreconcilable conflict, such statute and the Declaration shall control over these Bylaws or any rules and regulations adopted hereunder.

IN WITNESS WHEREOF, the Association, through its President and Secretary, hereby certify that the foregoing Bylaws, consisting of 21 pages including this page, was duly adopted as of April 13, 2022, as the Bylaws of the Association, by the vote or written consent of Members representing 100 percent of the total voting power in the Association.

HELENA CONDOMINIUM  
ASSOCIATION, INC., an Idaho nonprofit  
corporation:

By:   
Casey Wilson, President

By:   
Jake Pedersen, Secretary





**EXHIBIT A**

The percentage of ownership interests in the Common Area appertaining to each Unit and its Owner for all purposes, including tax assessment and liability, shall be based upon the square footage of each Unit. The square footage of each Unit will be divided into the entire square footage of the Common Area to determine the percentage that each Unit shall pay for all purposes, including tax assessment and liability, maintenance, repair, and all other matters pertinent to the Association.

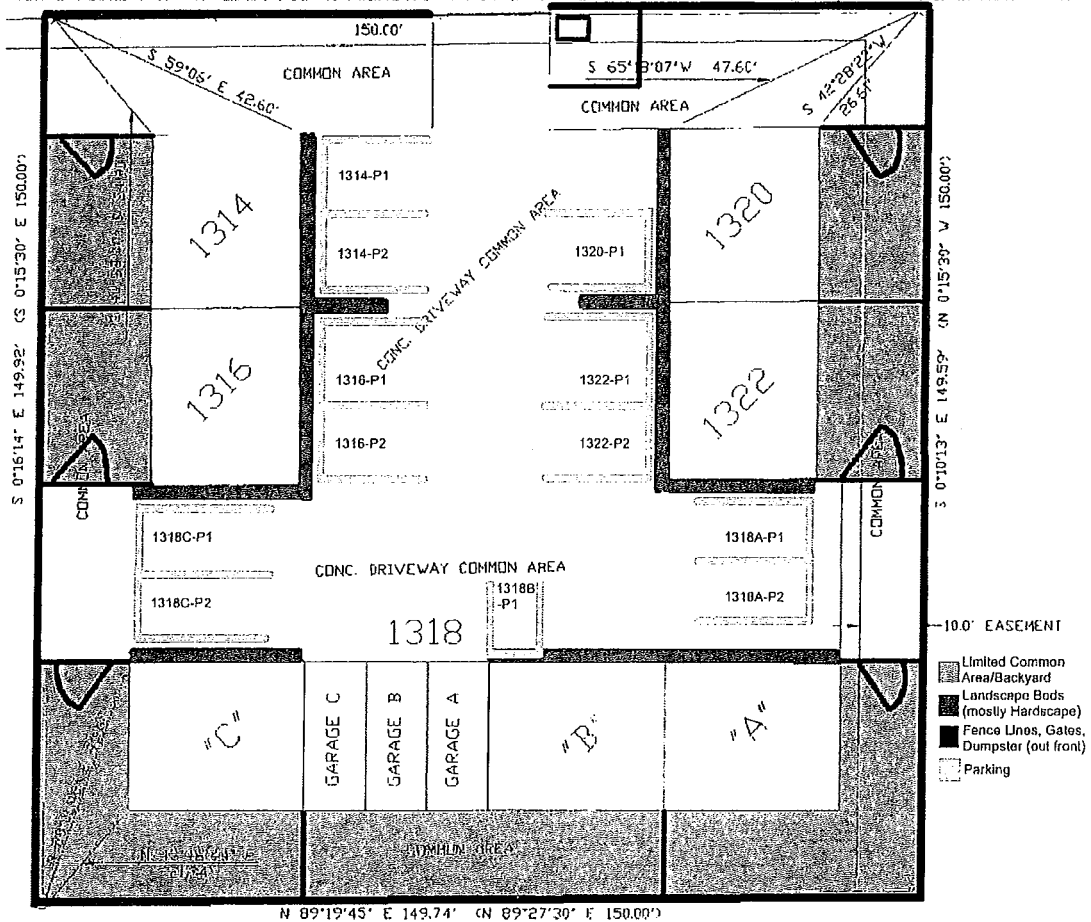
<b>Parcel Designation on Plat:</b>	<b>Corresponding Limited Common Area(s):</b>	<b>Postal Street Address and Assessor Parcel Number:</b>	<b>Approximate Square Footage and Percentage of Undivided Ownership Interest in Common Area(s) (including garage):</b>	<b>Special Terms:</b>
1314	Marked parking spaces 1314-P1 and 1314-P2, and the fenced outdoor area contiguous to 1314	1314 Helena Drive 03355100_0	750 sf (approx.) 13% (approx.)	No garage space included in this Unit; sprinkler timers used for Association maintenance are permitted to draw electrical power supplied by this Unit
1316	Marked parking spaces 1316-P1 and 1316-P2, and the fenced outdoor area contiguous to 1316	1316 Helena Drive 03355101_0	750 sf (approx.) 13% (approx.)	No garage space included in this Unit
1318 "A" and Garage B <sup>1</sup>	Marked parking spaces 1318A-P1 and 1318A-P2, and the fenced outdoor area contiguous to 1318 "A"	1318 Helena Drive, Unit A 03355102_0	1000 sf (approx.) 17% (approx.)	Garage B is included in this Unit
1318 "B" and Garage A <sup>1</sup>	Marked parking spaces 1318B-P1, and the fenced outdoor area contiguous to 1318 "B"	1318 Helena Drive, Unit B 03355103_0	1000 sf (approx.) 17% (approx.)	Garage A is included in this Unit

<sup>1</sup> Garage B is intentionally paired with residential Unit A; Garage A is intentionally paired with residential Unit B



Parcel Designation on Plat:	Corresponding Limited Common Area(s):	Postal Street Address and Assessor Parcel Number:	Approximate Square Footage and Percentage of Undivided Ownership Interest in Common Area(s) (including garage):	Special Terms:
1318 "C" and Garage C	Marked parking spaces 1318C-P1 and 1318C-P2, and the fenced outdoor area contiguous to 1318 "C"	1318 Helena Drive, Unit C 03355104_0	1000 sf (approx.) 17% (approx.)	Garage C is included in this Unit
1320	Marked parking spaces 1320-P1, and the fenced outdoor area contiguous to 1320	1320 Helena Drive 03355105_0	750 sf (approx.) 13% (approx.)	No garage space included in this Unit
1322	Marked parking spaces 1322-P1 and 1322-P2, and the fenced outdoor area contiguous to 1322	1322 Helena Drive 03355106_0	750 sf (approx.) 13% (approx.)	No garage space included in this Unit; sprinkler timers used for Association maintenance are permitted to draw electrical power supplied by this Unit

A depiction of the approximate location of the Limited Common Area (not to scale) follows. Declarant reserves the right to make changes to the Limited Common Area and to update this depiction at any time prior to the Transition Date.



# EXHIBIT B

## Articles of Incorporation



0004696678



**STATE OF IDAHO**  
*Office of the secretary of state, Lawrence Denney*  
**ARTICLES OF INCORPORATION (NONPROFIT)**  
 Idaho Secretary of State  
 PO Box 83720  
 Boise, ID 83720-0080  
 (208) 334-2301  
 Filing Fee: \$30.00

*For Office Use Only*

**-FILED-**

File #: 0004696678

Date Filed: 4/13/2022 10:56:52 AM

30700-7728 04/13/2022 10:58 AM Received by ID Secretary of State Lawrence Denney

Articles of Incorporation (Nonprofit) Select one: Standard, Expedited or Same Day Service (see descriptions below)		Standard (filing fee \$30)
Article 1: Corporation Name Entity name		Helena Condominium Association, Inc.
Article 2: Effective Date The corporation shall be effective		when filed with the Secretary of State.
Article 3: Purpose The purpose for which the corporation is organized is:		Homeowners Association
Article 4: Voting Members: The corporation		has voting members.
Article 5: Asset Distribution on Dissolution Upon dissolution the assets shall be distributed:		the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.
Article 6: IRS Designation Is this nonprofit a 501(c)3?		No
Article 7: The mailing address of the corporation shall be: Mailing Address		JAKE PEDERSEN 592 N BENJAMIN LN BOISE, ID 83704-8336
Article 8: Registered Agent Name and Address Registered Agent		Registered Agent JAKE PEDERSEN Physical Address: 592 N BENJAMIN LANE BOISE, ID 83704 Mailing Address: 592 N BENJAMIN LN BOISE, ID 83704-8336
<input checked="" type="checkbox"/> I affirm that the registered agent appointed has consented to serve as registered agent for this entity.		
Article 9: Incorporator Name(s) and Address(es)		
Name	Incorporator Address	
JAKE PEDERSEN	592 N BENJAMIN LANE BOISE, ID 83704	
Article 10: Director Name(s) and Address(es)		
Name	Title	Director Address
JAKE PEDERSEN	Director	592 N BENJAMIN LANE BOISE, ID 83704



B0700-7729 04/13/2022 10:58 AM Received by ID Secretary of State Lawrence Denney

CASEY WILSON	Director	592 N BENJAMIN LANE BOISE, ID 83704
AMANDA WILSON	Director	592 N BENJAMIN LANE BOISE, ID 83704

The Articles of Incorporation must be signed by at least one Incorporator.

JAKE PEDERSEN  
JAKE PEDERSEN

04/13/2022  
Date

**EXHIBIT C**

[SEE BYLAWS ATTACHED]

**AMENDED AND RESTATED BYLAWS OF  
HELENA CONDOMINIUM ASSOCIATION, INC.**

By action taken by the Board of Directors and Members of HELENA CONDOMINIUM ASSOCIATION, INC., an Idaho nonprofit corporation ("Association"), dated effective April 13, 2022, the following Amended and Restated Bylaws ("Bylaws") were duly approved and adopted by the Board of Directors and Members of the Association, which supersede and replace any and all prior Bylaws of the Association, in their entirety:

**ARTICLE 1  
PLAN OF CONDOMINIUM OWNERSHIP**

**1.1 Name and Location.** These are the Bylaws of HELENA CONDOMINIUM ASSOCIATION, INC., an Idaho nonprofit corporation. Helena Condominiums (the "Project") is located in the City of Caldwell, Canyon County, Idaho, and has been subjected to the Idaho Condominium Property Act by a Declaration recorded with these Bylaws (the "Declaration"). The location of the Project is more specifically described in the Declaration.

**1.2 Principal Office.** The principal office of the Association shall be located at such address as may be designated by the board of directors from time to time.

**1.3 Purposes.** This Association is formed under the provisions of the Idaho Condominium Property Act to serve as the means through which the unit owners may take action with regard to the administration, management, and operation of the Project.

**1.4 Applicability of Bylaws.** The Association, all unit owners, and all persons using the Project property shall be subject to these Bylaws and to all rules and regulations that may be adopted pursuant to these Bylaws.

**1.5 Composition of Association.** The Association shall be composed of all the unit owners of the Project, including South Fork Capital LLC, an Idaho limited liability company, and its successors and assigns (the "Declarant"), and the Association, itself, to the extent any of these own any unit(s) of the Project.

**1.6 Incorporation.** The Association has been incorporated under the Idaho Non-Profit Corporation Act. The Articles of Incorporation of the Association shall be consistent with the Declaration. These Bylaws are the current bylaws of the incorporated association.

**1.7 Definitions.** The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

## ARTICLE 2 MEETINGS OF ASSOCIATION

**2.1 Place of Meetings.** The Association shall hold meetings at such suitable place convenient to the unit owners as may be designated by the board of directors from time to time.

**2.2 Turnover Meeting.** No later than 30 (thirty) days following the Transition Date (as defined in the Declaration), Declarant shall call the first meeting of the unit owners (the "turnover meeting") to elect regular directors to replace the directors appointed by the Declarant, as more fully described in Article 3 below. If a quorum of the unit owners is present, the unit owners shall elect not fewer than the number of regular directors sufficient to constitute a quorum of the board of directors. Notice of such meeting shall be given to all owners as provided in Section 2.5. If Declarant fails to call the meeting, the meeting may be called and notice given by any unit owner. The expense of giving notice shall be paid or reimbursed by the Association. At the meeting, Declarant shall deliver to the Association such information and documents as may be required by the Idaho Condominium Property Act and the Idaho Nonprofit Corporation Act. Nothing in this Section shall be construed as preventing Declarant from calling the turnover meeting prior to such date, or from calling informal, informational meetings of the unit owners.

**2.3 Annual Meetings.** Following the turnover meeting, the annual meetings of the Association shall be held on such date each year as may be established by the board of directors from time to time. The annual meetings shall be for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

**2.4 Special Meetings.** Special meetings of the Association may be called by the president or by a majority of the board of directors and must be called by the president or secretary upon receipt of a written request from unit owners owning at least 30 percent of the voting rights stating the purpose of the meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of meeting.

**2.5 Notice of Meetings.** Notice of the annual meeting and all other meetings of the Association stating the time and place and the purpose or purposes for which the meeting is being called shall be given by the president or secretary. Notice must be given in writing by mail or, to the extent permitted by law, by electronic mail, facsimile or other form of electronic communication acceptable to the board of directors not less than ten days nor more than 50 days prior to the date of the meeting to each unit owner. If mailed, it shall be sent to the owner at his or her address as it appears in the records of the Association. A copy shall be sent to any first Mortgagee requesting such notice. Proof of such notice shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived by any unit owner before or after meetings. Attendance by a unit owner at any meeting shall constitute a waiver of notice by such unit owner. When a meeting is adjourned for less than 30 days, no notice of the adjourned meeting need be given other than by announcement at the meeting at which such adjournment takes place.

**2.6 Voting.** Each owner of a unit shall have a vote equal to the unit's allocation of undivided interest in the common areas of the Project; provided, however, that Declarant shall have three times the voting rights otherwise allocable to each such unit owned by Declarant until the Transition Date. Declarant shall be entitled to vote as the unit owner of any unit(s) owned by Declarant. The board of directors shall be entitled to vote on behalf of any unit(s) that has been acquired by or on behalf of the Association; provided, however, that the board of directors shall not be entitled to vote such units in any election of directors.

**2.7 Casting of Votes and Consents.** The voting rights or consent of a unit owner may be cast in person at a meeting of the Association or, at the discretion of the board of directors, by proxy in accordance with paragraph (a) of this Section, by absentee ballot in accordance with paragraph (b) of this Section, by written ballot in accordance with paragraph (c) of this Section, or by any other method specified in the Declaration, these Bylaws or the Idaho Nonprofit Corporation Act, except as otherwise provided in Section 2.8 below.

**(a) Proxies.** A proxy must be dated and signed by the unit owner, is not valid if it is undated or purports to be revocable without notice, and terminates one year after its date unless the proxy specifies a shorter term. The board of directors may not require that a proxy be on a form prescribed by the board of directors. A unit owner may not revoke a proxy given pursuant to this paragraph except by actual notice of revocation to the person presiding over a meeting of the Association or to the board of directors if a vote is being conducted by written ballot in lieu of a meeting. A copy of a proxy in compliance with this paragraph provided to the Association by facsimile, electronic mail or other means of electronic communication utilized by the board of directors is valid.

**(b) Absentee ballots.** An absentee ballot, if authorized by the board of directors, shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by absentee ballot shall include instructions for delivery of the completed absentee ballot, including the delivery location and instructions about whether the ballot may be canceled if the ballot has been delivered according to the instructions. An absentee ballot shall be counted as a unit owner present for the purpose of establishing a quorum. Even if an absentee ballot has been delivered to a unit owner, the unit owner may vote in person at a meeting if the unit owner has returned the absentee ballot and canceled the absentee ballot, if cancellation is permitted in the instructions given under this paragraph.

**(c) Ballot meetings.** At the discretion of the board of directors, any action that may be taken at any annual, regular or special meeting of the Association may be taken without a meeting by written ballot to the extent and in the manner provided in the Idaho Nonprofit Corporation Act.

**(d) Electronic ballots.** To the extent authorized by the board of directors and permitted by the Idaho Nonprofit Corporation Act, any vote, approval, or consent of a unit owner may be given by electronic ballot.



(e) **Mortgagees.** A unit owner may pledge or assign such owner's voting rights to a Mortgagee. In such a case, the Mortgagee or its designated representative shall be entitled to receive all notices to which the unit owner is entitled under these Bylaws and to exercise the unit owner's voting rights from and after the time that the Mortgagee shall give written notice of such pledge or assignment to the board of directors. Any Mortgagee may designate a representative to attend all or any meetings of the Association.

**2.8 Votes Involving Major Decisions.** For votes of the Association involving a Major Decision, unit owners choosing to vote by proxy or absentee ballot shall be required to vote either in the affirmative or in the negative for the proposed Major Decision. Unit owners shall not be permitted to assign proxy voting discretion to any person or entity that is not a unit owner on matters involving Major Decisions of the Association. The term "Major Decision" shall include the following:

(a) Any vote of the Association to terminate professional management pursuant to Section 3.7 below;

(b) Any vote of the Association to incur or commit the Association to incur legal fees in excess of \$5,000 for any specific litigation or claim matter or enter into any contingent fee contract on any claim in excess of \$100,000 pursuant to Section 3.6(e) below;

(c) Any vote of the Association proposing to borrow any sum of money in excess of an amount or amounts, aggregated for the calendar year in question, exceeding 15 percent of the estimated budget of the Association pursuant to Section 3.6(h) below; and

(d) Any vote of the Association to approve an amendment to these Bylaws.

**2.9 Fiduciaries and Joint Owners.** An attorney-in-fact, executor, administrator, guardian, conservator or trustee may vote or grant consent with respect to any unit owned or held in a fiduciary capacity, whether or not the specific right has been transferred to his or her name; provided, that such person shall satisfy the secretary that he or she is the attorney-in-fact, executor, administrator, guardian, conservator or trustee, holding the unit in a fiduciary capacity. Whenever any unit is owned by two or more persons jointly, according to the records of the Association, the vote of such unit may be exercised by any one of the owners, in the absence of protest by a co-owner. In the event of disagreement among the co-owners, the vote of the unit shall be disregarded completely in determining the proportion of votes given with respect to such matter unless a valid court order establishes the authority of a co-owner to vote.

**2.10 Tenants.** Unless otherwise expressly stated in the rental agreement or lease, all voting rights allocated to a unit shall be exercised by the owner/landlord.

**2.11 Quorum of Unit Owners.** At any meeting of the Association, members holding 50 percent of the voting rights, present in person, by proxy or by absentee ballot, if permitted by the board of directors, shall constitute a quorum. The subsequent joinder of a unit owner in the action taken at a meeting by signing and concurring in the minutes of the meeting shall constitute

the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of a unit owner or owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**2.12 Majority Vote.** The vote of the holders of more than 50 percent of the voting rights, present in person or by proxy at a meeting at which a quorum is constituted, shall be binding on all unit owners for all purposes unless a higher percentage vote is required by law, by the Declaration or by these Bylaws.

**2.13 Continued Votes.** If at a meeting to consider action on a Major Decision, as defined in Section 2.8, insufficient votes are cast to approve the action, then the action shall be deemed rejected. The meeting or vote may not be continued in order to obtain additional votes. Any further voting on such matter must be taken at a new duly called meeting at which new votes must be cast in person or by proxy.

**2.14 Order of Business.** The order of business at annual meetings of the Association shall be:

- (a) Calling of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Reports of committees, if any;
- (f) Election of directors;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

**2.15 Rules of Order.** Unless other rules of order are adopted by resolution of the Association or the board of directors, all meetings of the Association shall be conducted according to the latest edition of Robert's Rules of Order published by Robert's Rules Association.

**ARTICLE 3**  
**BOARD OF DIRECTORS**

**3.1 Number and Qualification.** The affairs of the Association shall be governed by a board of directors composed of three interim directors or three regular directors, as provided in Section 3.2 and Section 3.3 of this Article. All directors, other than interim directors appointed by Declarant, shall be owners or co-owners of units of the Project. For purposes of this Section, an officer, employee or agent of a corporation, a member, manager, employee or agent of a limited liability company, or a partner, employee or agent of a partnership may serve on the board if such corporation, limited liability company or partnership is an owner or co-owner of a unit. In addition, a trustee may serve on the board if the trustee holds legal title to a unit for the benefit of the owner of the beneficial interest in the unit; and an executor, administrator, guardian, conservator or other individual appointed by a court to serve in a fiduciary capacity for an owner of a unit, or an officer or employee of an entity if an entity is appointed, may serve on the board.

**3.2 Interim Directors.** Upon the recording of the Declaration, Declarant shall appoint an interim board of three directors, who shall serve until replaced by Declarant or their successors have been elected by the unit owners as provided below.

**3.3 Election and Term of Office.** At the turnover meeting called by Declarant pursuant to Section 2.2 of these Bylaws, the interim directors shall resign, and three successors shall be elected. Directors shall hold office until their respective successors have been elected by the unit owners. Election shall be by plurality and directors shall be elected to serve at large.

**3.4 Vacancies.** Vacancies in the director position caused by any reason other than the removal of a director by a vote of the Association shall be filled with a unit owner by vote of the remaining directors. Each person so elected shall be a director until a successor is elected to fill the unexpired term at the next annual meeting of the Association or the next special meeting of the Association called for that purpose. Vacancies in interim directors shall be filled by Declarant.

**3.5 Removal of Directors.** At any regular or special meeting of the Association duly called, any one or more of the directors, other than interim directors, may be removed with or without cause by a majority vote of the unit owners present in person or by proxy. A successor shall be so elected at that meeting to fill the vacancy thus created. The unit owners must vote on the removal of each director separately. The notice and agenda of any such meeting shall state that such removal is to be considered, and any director whose removal has been proposed shall be given an opportunity to be heard at that meeting and prior to the vote. A removed director shall remain a director until the vacancy has been filled.

**3.6 Powers and Duties.** The board of directors shall have all the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties that by law or by the Declaration, the Articles or by these Bylaws may not be delegated to the board of directors by the unit owners; provided, however, that the board of directors may not

take any action that could interfere with the sale, lease or other disposition of units owned by Declarant or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved for Declarant or that would impose any discriminatory charge or fee against Declarant, without the prior written consent of Declarant. The powers and duties to be exercised by the board shall include, but shall not be limited to the following:

(a) Operation, care, upkeep, maintenance, repair and replacement of the general and limited common areas and Association property;

(b) Determination of the amounts required for operation, maintenance, and other affairs of the Association, and the making of such expenditures;

(c) Preparation and adoption of budgets, preparation, review and update of reserve studies and assessment and collection of the common expenses, all in accordance with the provisions of these Bylaws;

(d) Employment and dismissal of such personnel as necessary for the efficient maintenance, upkeep, and repair of the common areas;

(e) Employment of legal, accounting or other personnel for reasonable compensation to perform such services as may be required for the proper administration of the Association; provided, however, the board may not incur or commit the Association to incur legal fees in excess of \$5,000 for any specific litigation or claim matter or enter into any contingent fee contract on any claim in excess of \$10,000 unless the unit owners have enacted a resolution authorizing the incurring of such fees or contract by a vote of 75 percent of the total voting rights of the Association. These limitations shall not be applicable to legal fees incurred in defending the Association and the board of directors from claims or litigation brought against them. The dollar amounts set forth in this paragraph shall increase by ten percent on each fifth anniversary of the recording of the Declaration;

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

(g) Preparation and distribution of annual financial statements in accordance with these Bylaws and annual preparation and filing of all required income tax returns or forms for the Association;

(h) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the common areas and Association property; provided, however, that (i) the consent of 75 percent of the voting rights shall be required for the borrowing of any sum in excess of an amount or amounts, aggregated for the calendar year in question, exceeding 15 percent of the estimated budget of the Association for that calendar year to cover the operation, care upkeep and maintenance of the common areas, and (ii) no lien to secure repayment of any sum borrowed may be created on any

unit or its appurtenant interest in the common areas without the consent of the owner of such unit. The Association may pledge Association income to secure such borrowing;

(i) Purchasing units of the Project at foreclosure or other judicial sales in the name of the Association, or its designee, on behalf of all the unit owners as provided in these Bylaws, and selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of directors), or otherwise dealing with units of the Project acquired by the Association or its designee on behalf of all the unit owners;

(j) Obtaining insurance pursuant to the provisions of these Bylaws and at least annually reviewing the insurance coverage of the Association;

(k) Making additions and improvements to, or alterations of, the common areas; provided, however, that no such project may be undertaken by the board of directors if the total cost will exceed 15 percent of the estimated budget of the Association for that calendar year to cover the operation, care, upkeep and maintenance of the common areas unless the unit owners have enacted a resolution authorizing the project by a majority vote of the members, except that no such vote shall be required for work that is urgently needed for reasons of life, safety or structural integrity. This limitation shall not be applicable to maintenance, repairs or replacement undertaken pursuant to paragraph (a) above;

(l) Modify, close, remove, eliminate, or discontinue the use of a general common area facility or improvement or portion of the common area landscaping;

(m) Designating one or more committees that, to the extent provided in the resolution designating the committee, shall have the powers of the board of directors in the management of the affairs of the Association. At least one member of each committee shall be a member of the board;

(n) Enforcement by legal means of the provisions of the Idaho Condominium Property Act, the Declaration, the Articles, these Bylaws and any rules and regulations adopted hereunder. Nothing in these Bylaws shall be construed as requiring the Association to take any specific action to enforce violations;

(o) Maintain a current mailing address for the Association, file an annual report, and maintain and keep current the information required to enable the Association to comply with the Idaho Nonprofit Corporation Act; and

(p) Subject to the restrictions in subsection (e) above, initiate or intervene in litigation or administrative proceedings (including mediation under these Bylaws) in the name of the Association, and without joining the individual unit owners, as permitted by the Idaho Condominium Property Act; provided that no litigation or administrative proceeding may be initiated on a matter relating to or affecting the unit of a unit owner unless the unit owner has consented in writing to such action after full disclosure of the potential cost, duration and possible outcomes of the proposed litigation or administrative proceeding. Except for litigation

or administrative proceedings relating to the collection of unpaid assessments, the board shall notify all unit owners prior to instituting litigation or administrative proceedings. With regard to any pending litigation involving the Association the board of directors shall periodically report to the unit owners as to the status (including settlement offers), progress, and method of funding such litigation. Nothing in this paragraph shall be construed as requiring the board of directors to disclose any privileged communication between the Association and its counsel. The provisions of Idaho Code § 55-1513, concerning actions or litigation by the management body on behalf of two (2) or more of the condominium owners, as the same may be amended, are waived to the extent they may be inconsistent with the express provisions of these Bylaws.

**3.7 Managing Agent.** On behalf of the Association, the board of directors may employ or contract for a managing agent at a compensation to be established by the board. The board may delegate to the managing agent such duties and powers as the board may authorize. In the absence of such appointment, the board shall act as manager; provided, however, that the board may not discontinue professional management and assume self-management, other than on a temporary basis while diligently seeking to retain a new professional manager, unless the decision to do so is approved by at least 75 percent of the total voting rights of the Association. The managing agent shall have the right to contract with any unit owner, individually or collectively with other unit owners, for personal services for a particular unit or units.

**3.8 Contracts Entered into by Declarant or Interim Board.** Notwithstanding any other provision of these Bylaws, any management contracts, service contracts or employment contracts entered into by Declarant or the interim board on behalf of the Association shall have a term not in excess of three years.

**3.9 Organizational Meeting.** Unless otherwise agreed by the board of directors, within 14 days following the annual meeting of the Association or following any meeting at which an election of directors has been held, the board shall hold an organizational meeting at such place and time as shall have been fixed by the directors at the meeting at which the election was held.

**3.10 Regular and Special Meetings.** Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Special meetings of the board may be called by the president and must be called by the secretary at the written request of at least two directors. Notice of any special meeting shall be given to each director, personally or by mail, telephone or, to the extent permitted by the Idaho Nonprofit Corporations Act, by electronic mail, facsimile or other form of electronic communication acceptable to the board at least seven days prior to the day named for such meeting, and shall state the time, place and purpose of such meeting. For a period of ten years following closing of the sale of the last unit by Declarant to a person other than a successor Declarant, notices of meetings (including agendas) shall also be given to Declarant in the same manner as given to the directors. Unless other rules of order are adopted by resolution of the Association or the board, all meetings of the board shall be conducted according to the latest edition of Robert's Rules of Order published by Robert's Rules Association.

### **3.11 Open Meetings.**

(a) All meetings of the board of directors shall be open to unit owners and, for a period of ten years following closing of the sale of the last unit by Declarant to a person other than a successor Declarant, to Declarant or a representative of Declarant, except that, in the discretion of the board, the board may close the meeting to owners other than board members and meet in executive session to consult with legal counsel or to consider personnel matters, including salary negotiations and employee discipline, negotiation of contracts with third parties or collection of unpaid assessments. Except in the case of an emergency, the board shall vote in an open meeting whether to meet in executive session. If the board votes to meet in executive session, the presiding officer shall state the general nature of the action to be considered, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in the executive session shall be included in the minutes of the meeting, and any contract or action considered in executive session shall not become effective unless the board, following the executive session, reconvenes in open meeting and votes on the contract or action, which shall be reasonably identified in the open meeting and included in the minutes.

(b) Meetings of the board of directors may be conducted by telephonic communication or by other means of communication that allows all members of the board participating to hear each other simultaneously or otherwise to be able to communicate during the meeting, except that: (i) for other than emergency meetings, notice of each board's meeting shall be posted at a place or places on the property at least three days prior to the meeting, or notice shall be provided by a method otherwise reasonably calculated to inform the unit owners of such meeting; and (ii) only emergency meetings of the board may be conducted by telephonic communication or such other means. The meeting and notice requirements of this Section may not be circumvented by chance or social meetings or by any other means.

**3.12 Waiver of Notice.** Any director may, at any time, waive notice of any meeting of the board of directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall constitute a waiver of notice by such director. If all of the directors are present at any meeting of the board, no notice to directors shall be required and any business may be transacted at such meeting.

**3.13 Quorum of Board of Directors.** At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the board. If at any meeting of the board less than a quorum is present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice to the directors.

**3.14 Voting.** A director who is present at a meeting of the board of directors at which action is taken on any Association matter is presumed to have assented to the action unless the director votes against the action or abstains from voting on the action because the director claims

a conflict of interest. When action is taken on any matter at a meeting of the board, the vote or abstention of each director present must be recorded in the minutes of the meeting. Directors may not vote by proxy or by secret ballot at meetings of the board, except that officers may be elected by secret ballot.

**3.15 Compensation.** No director shall receive any compensation from the Association for acting as director.

**3.16 Deadlock Resolution.** If the board of directors is deadlocked on any matter properly before the board in accordance with these Bylaws, and the matter cannot be settled through direct discussions, the board shall resolve the matter by mediation within ten business days following the date of the meeting. If the board cannot agree upon a mediator, then one shall be selected through the process provided by a recognized mediation service designated by the first director who notifies the others of the mediation service selected. Thereafter, if the matter cannot be resolved by mediation, the matter may be resolved by litigation.

**3.17 Liability and Indemnification of Directors, Officers, and Managing Agent.** A member of the board of directors or an officer of the Association shall not be liable to the Association, any unit owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties as long as the individual acted in good faith, believed that the conduct was in the best interests of the Association, or at least was not opposed to its best interests, and in the case of criminal proceedings, had no reason to believe the conduct was unlawful. A director appointed under Section 3.2 of these Bylaws shall not be liable to the Association, any unit owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act that represents the exercise of authority established in the Declaration, including any action or failure to act requested by Declarant or resulting from any prior or concurrent duty or loyalty owed by such director to Declarant; provided that nothing in this Section limits the liability of Declarant for such actions or failure to act by a director. If any member of the board or any officer of the Association is threatened with or made a party to any proceeding because the individual was or is a director or officer of the Association, the Association shall defend the individual against such claims and indemnify the individual against liability and expenses incurred to the maximum extent permitted by law. Unless a higher standard is set forth in any contract between the Association and any managing agent of the Association, any managing agent of the Association, and its officers and employees, shall not be liable to the Association, the unit owners or any third party on account of any action or failure to act in the performance of its duties as managing agent, except for acts of gross negligence or intentional misconduct. Prior to the turnover meeting described in Section 2.2, the managing agent shall not be liable to the Association, any unit owner or any third party for any damage, loss or prejudice suffered or claimed on account of any action or failure to act that represents the exercise of authority established in the Declaration, including any action or failure to act requested by Declarant or resulting from any prior or concurrent duty or loyalty owed by such director to Declarant; provided that nothing in this Section limits the liability of Declarant for such actions or failure to act by the managing agent. Unless otherwise provided in any contract between the Association



and any managing agent of the Association, if the managing agent is threatened with or made a party to any proceeding, the Association shall defend the managing agent and its officers and employees against such claims and indemnify the managing agent and its officers and employees from any such claims to the maximum extent permitted by law, unless arising out of gross negligence or intentional misconduct.

**3.18 Insurance.** The board of directors shall obtain the insurance required in these Bylaws. In addition, the board of directors, in its discretion, may obtain such other insurance as it deems necessary to protect the interests of the Association or unit owners. The board shall conduct an annual insurance review that, if appropriate, shall include an appraisal of all improvements contained in the Project.

#### **ARTICLE 4 OFFICERS**

**4.1 Designation.** The principal officers of the Association shall be the president, the secretary, and the treasurer, all of whom shall be elected by the board of directors. The directors may appoint a vice president, an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary. The president shall be a member of the board of directors, but the other officers need not be directors or unit owners.

**4.2 Election of Officers.** The officers of the Association shall be elected annually by the board of directors at the organizational meeting of each new board and shall hold office at the pleasure of the board. If any office shall become vacant, the board shall elect a successor to fill the unexpired term at any regular meeting of the board, or at any special meeting of the board called for such purpose.

**4.3 Removal of Officers.** Upon the affirmative vote of a majority of the directors, any officer may be removed either with or without cause, and a successor may be elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

**4.4 President.** The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the board of directors. The president shall have all of the general powers and duties that are usually vested in the chief executive officer of an association, including but not limited to the power to appoint committees from among the unit owners from time to time as the president may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

**4.5 Secretary.** The secretary shall keep or supervise the keeping of the minutes of all proceedings of the board of directors and the minutes of all meetings of the Association. He or she shall attend to the giving and serving of all notices to the unit owners and directors and other notices required by law. The secretary shall keep the records of the Association, except for those of the treasurer, and shall perform all other duties that are incidental to the office of secretary of an association and as may be required by the directors or the president. In addition, the secretary

shall act as vice president, taking the place of the president and performing the president's duties whenever the president is absent or unable to act, unless the directors have appointed another vice president.

**4.6 Treasurer.** The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial and account records showing all receipts and disbursements, and for the preparation of required financial statements. He or she shall be responsible for overseeing the deposit of all moneys and other valuable effects in such depositories as may from time to time be designated by the board of directors, and shall disburse or cause to be disbursed funds of the Association upon properly authorized vouchers. The treasurer shall perform all other duties incident to the office of treasurer of an association and such other duties as may be assigned to him or her by the board of directors.

**4.7 Execution of Instruments.** All agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by general or special resolution of the board of directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the president. All checks shall be signed by the managing agent or by the treasurer, or in the absence or disability of the treasurer, by the president or any duly elected assistant treasurer.

**4.8 Compensation of Officers.** No officer who is a member of the board of directors shall receive any compensation from the Association for acting as an officer, unless such compensation is authorized by a resolution duly adopted by the unit owners. The board may fix any compensation to be paid to any officers who are not also directors.

## **ARTICLE 5 BUDGET, EXPENSES, AND ASSESSMENTS**

**5.1 Budget.** The board of directors shall from time to time, and at least annually, prepare a budget for the Association, estimate the common expenses expected to be incurred, less any previous over-assessment and plus any under-assessment, and assess the common expenses to each unit owner in the proportion set forth in the Declaration. The budget shall provide for a reserve fund in accordance with Section **Error! Reference source not found.** below and shall take into account the maintenance required by this Declaration. Within 30 days after adopting the annual budget, the board of directors shall provide a summary of the budget to all owners. If the board fails to adopt an annual budget, the last adopted budget shall continue in effect.

**5.2 Determination of Common Expenses.** Common expenses shall include:

- (a) Expenses of administration, including management fees.

(b) Expenses of operation, maintenance, repair or replacement of common areas, any other portions of the Project required to be maintained by the Association pursuant to the Declaration or these Bylaws, and any Association property.

(c) Cost of insurance or bonds obtained in accordance with these Bylaws.

(d) A general operating reserve, including an amount sufficient to cover the deductible under the property damage insurance policy.

(e) Reserve for replacements, repairs, and maintenance.

(f) Any deficit in common expenses for any prior period.

(g) Utilities and services for the common areas and other utilities and services with a common meter or commonly billed, such as trash collection, water, and sewer. If the board of directors determines that a particular unit's use of such services is greater than the average of other unit owners, the board may assess to such owner the cost attributable to such extra use.

(h) Any other items properly chargeable as an expense of the Association.

### **5.3 Assessment of Common Expenses.**

(a) **Obligation to pay.** All unit owners shall be obligated to pay common expenses assessed to them by the board of directors on behalf of the Association pursuant to these Bylaws and the Declaration. No unit owner by the owner's own action may claim exemption from liability for contribution toward common expenses by waiver by the owner of use or enjoyment of any of the common areas or by abandonment by the owner of the owner's unit. A unit owner may not claim an offset against an assessment for failure of the Association to perform its obligations and no unit owner may offset amounts owing or claimed to be owing by the Association or Declarant to the unit owner. If the board determines that any loss or cost incurred by the Association is the fault of one or more unit owners, the Association may assess the amount of the loss or cost exclusively against the units of the responsible owners. Declarant shall be assessed as the unit owner of any unsold unit, but such assessments shall be prorated to the date of sale of the unit. The board, on behalf of the Association, shall assess the common expenses against the unit owners from time to time, and at least annually, and shall take prompt action to collect from a unit owner any common expense due that remains unpaid for more than 30 days from the due date for its payment. The board may elect to round assessments to the nearest dollar.

(b) **Working capital fund.** At the time of closing of the initial sale of each Unit to a person other than a successor Declarant, and thereafter on any subsequent sale of a Unit, the purchaser shall make a contribution to the working capital of the Association equal to one (1) months' regular association assessments for the unit, which sums shall be held in a segregated working capital fund established in the name of the Association. Such contribution

shall be in addition to the regular monthly common expense assessment and shall not be considered as an advance payment of regular assessments. Declarant may not use the working capital fund to defray any of Declarant's expenses, reserve contributions, or construction costs or to make up any budget deficits while Declarant is in control of the Association. After the turnover meeting, the board of directors, at its discretion, may use working capital funds for unexpected operating expenses, extraordinary items of maintenance, repair or replacement or capital additions, or may deposit all or a portion of such funds into the reserve account.

(c) **Commencement of regular operating expense assessments.** Regular monthly assessments for common operating expenses for units in the first stage of the Project shall commence upon closing of the first sale of a unit in such stage of the Project and for subsequent stages, if any, shall commence for all units in such stage upon recording of the applicable Supplemental Declaration.

(d) **Annexation of additional stages.** If additional units are annexed to the Project, the board of directors shall promptly prepare a new budget reflecting the addition to the Project and shall re-compute any previous assessment covering any period after the closing of the sale of the first unit in the new stage.

#### **5.4 Special or Extraordinary Assessments.**

(a) **Special assessments for capital improvements.** In the case of any duly authorized capital improvement to the common areas, the board of directors may by resolution establish separate assessments for the same, which may be treated as capital contributions by the unit owners, and the proceeds of which shall be used only for the specific capital improvements described in the resolution. The Association shall not assess units owned by Declarant for additional capital improvements to the Project without the written consent of Declarant as long as Declarant owns more than three units then annexed to the Project or as long as the time specified in the Declaration for annexing additional stages has not expired.

(b) **Other special or extraordinary assessments.** If the board of directors determines that the assessments established upon adoption of the budget as provided in Section 5.3 above will be insufficient to pay the common expenses, or the board determines that additional funds will be needed to meet unexpected or unbudgeted common expenses, the board may levy an additional special or extraordinary assessment. Such assessment shall be allocated to each unit in the same proportion set forth in the Declaration and may be payable in installments over a specified period, in a lump sum, or in a lump sum with option to pay in installments with interest, as determined by the board.

#### **5.5 Default in Payment of Assessments.**

(a) **Interest.** In the event of default by any unit owner in paying any assessments to the Association, including assessed common expenses and any other charge imposed or levied by the Association pursuant to the provisions of the Declaration, the Articles, these Bylaws or the Idaho Condominium Property Act, such unit owner shall be obligated to pay

interest at the rate of 12 percent per annum on such assessment from the due date thereof, or at such greater rate as may be established by the board of directors from time to time, not to exceed the maximum lawful rate, if any.

**(b) Late Charges and Expenses.** The defaulting unit owner shall pay a late charge for any assessment not paid within ten days of its due date in the amount of five percent of the delinquent payment, or such other reasonable late charge or administrative fee, or both, as may be established by the board of directors from time to time by resolution that is delivered to each unit, mailed to the mailing address of each unit or mailed to the mailing address designated by the unit owner in writing, together with all expenses incurred by the Association in collecting such unpaid assessments, including attorneys' fees (whether or not suit is instituted, and at trial or any appeal or petition for review therefrom).

**(c) Acceleration; Suspension of Services.** If the assessment is not paid within 30 days of its due date, to the extent permitted by applicable law, the board of directors may declare any remaining installments of assessments for the balance of the fiscal year immediately due and payable and may terminate the right to receive utility and communication services paid for out of assessments or the right of access to and use of recreational and service facilities of the Project until assessments have been brought current.

**(d) Enforcement.** The board of directors shall have the right to recover for the Association such assessments, together with such charges, interest and expense of the proceeding, including attorneys' fees, by an action brought against such unit owner or by foreclosure of the lien upon the unit provided for in the Idaho Condominium Property Act. As security for the payment of all such obligations, each unit owner hereby grants to the Association a lien with power of sale upon such owner's unit and the right to collect the rents, issues and profits of such owner's unit provided, however, that the unit owner shall retain the right, prior to any default by the unit owner in performance of the unit owner's obligations under the Declaration and these Bylaws, to collect and retain the rents, issues and profits as they become due and payable. Upon any such default, the Association may, at any time after ten days written notice to the unit owner, either in person, by agent or by a receiver to be appointed by a court of competent jurisdiction, and without regard to the adequacy of any security for such indebtedness, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply them, less costs and expenses of operation and collection, including reasonable attorneys' fees, in payment of the indebtedness to the Association, and in such order as the Association may determine. Such action shall not cure nor waive any such default or invalidate any act done pursuant to these Bylaws. This assignment of rents shall not affect, and shall in all respects be subordinate to, the rights and powers of the holder of any first or second Mortgage on any unit to do the same or similar acts.

**(e) Notices to First Mortgagees.** The board of directors shall notify Mortgagees of a unit of any default in the payment of assessments or charges as may be required in the Declaration.

**5.6 Foreclosure of Liens for Unpaid Assessments.** In any suit brought by the Association to foreclose a lien on a unit because of unpaid assessments, the unit owner shall be required to pay a reasonable rental for the use of the unit during the pendency of the suit, and the plaintiff in such foreclosure suit shall be entitled to the appointment of a receiver to collect such rental. The board of directors, acting on behalf of the Association, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the unit. A suit or action to recover a money judgment for unpaid assessments shall be maintainable without foreclosing the liens securing them and without waiving such liens.

**5.7 Statement of Assessments.** The board of directors shall advise each unit owner in writing of the amount of assessments payable by such owner, and furnish copies of each budget on which such assessments are based to all unit owners and, if requested in writing, to their Mortgagees. The board shall promptly provide any unit owner who makes a request in writing with a written statement of the owner's unpaid assessments.

**5.8 Priority of Lien; Mortgages.** To the extent provided by the Idaho Condominium Property Act, any lien of the Association against a unit for assessments shall be subordinate to tax and assessment liens, Mortgages of record when the applicable notice of assessment was recorded, and labor or materialmen's liens. Unless otherwise provided by applicable law, if the purchaser or Mortgagee of a unit obtains title to the unit as a result of foreclosure of such a Mortgage of record, such purchaser or Mortgagee, its successors and assigns, shall not be liable for assessments that are chargeable to such unit and that became due prior to the acquisition of title to the unit by such purchaser or Mortgagee. Any unpaid share of assessments shall be a common expense and be reallocated on a pro rata basis for all units, including such Mortgaged unit. The purchaser or Mortgagee of such Mortgaged unit shall not be relieved of the obligation to pay further assessments.

**5.9 Voluntary Conveyance.** In a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor of the unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, upon request of an owner or an owner's agent, for the benefit of a prospective purchaser, the board of directors shall make and deliver a statement of the unpaid assessments against the prospective grantor or the unit effective through a date specified in the statement, and the grantee in that case shall not be liable for any unpaid assessments against the grantor not included in the written statement.

## ARTICLE 6 RECORDS AND AUDITS

**6.1 General Records.** The board of directors and the managing agent, if any, shall keep detailed records of the actions of the board and the managing agent, minutes of the meetings of the board and minutes of the meetings of the Association. The board shall maintain a Book of Resolutions containing the rules, regulations and policies adopted by the Association,

board, and the managing agent. The board shall maintain a list of owners entitled to vote at meetings of the Association and a list of all Mortgagees of units.

**6.2 Financial Records and Accounts.** The board of directors or its designee shall keep within the State of Idaho financial records sufficient for proper accounting purposes and as required by applicable law. All assessments shall be deposited and maintained in the name of the Association in one or more separate federally insured accounts, including certificates of deposit, at a national bank or other bank licensed to do business in the State of Idaho. Such funds may be used to purchase obligations of the United States government. All expenses of the Association shall be paid from the Association's bank account.

**6.3 Assessment Roll.** The assessment roll shall be maintained in a set of accounting records in which there shall be an account for each unit. The account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessment comes due, the amounts paid on the account and the balance due on the assessments.

**6.4 Payment of Invoices.** The treasurer or managing agent shall pay all invoices for all budgeted items and for any nonbudgeted items up to \$1,000 signed by the president, managing agent, or other person authorized by the board of directors. Any invoices for nonbudgeted items in excess of \$1,000 (or such other amount as may be established by the board) shall require the authorization of the president. Any checks written on reserve accounts must be signed by a member of the board.

**6.5 Reports and Audits.** An annual financial statement consisting of a balance sheet and income and expense statement for the preceding fiscal year shall be rendered by the board of directors to all unit owners and to all Mortgagees of units who have requested it within 90 days after the end of each fiscal year.

**6.6 Notice of Sale, Mortgage, Rental or Lease.** Upon the sale, mortgage, rental or lease of any unit, such unit owner shall promptly inform the secretary or managing agent, if any, of the name and address of the vendee, Mortgagee, lessee, or tenant.

**6.7 Availability of Records.** During normal business hours or under other reasonable circumstances, the Association shall make reasonably available for examination and, upon written request, available for duplication, by unit owners, lenders and holders, insurers or guarantors of any first Mortgage that make the request in good faith for a proper purpose, current copies of the Declaration, Articles, Bylaws, other rules concerning the Project, amendments or supplements to such documents, and the books, records, financial statements and current operating budget of the Association. The Association, within ten business days after receipt of a written request by a unit owner, shall furnish copies of such documents to the requesting unit owner. Upon written request, the Association shall make such documents, information and records available to such persons for duplication during reasonable hours. The board of directors, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a

reasonable fee for furnishing copies of such documents, information or records. The fee may include reasonable personnel costs incurred to furnish the information.

**6.8 Statement of Assessments Due.** The Association shall provide, within ten business days of receipt of a written request from an owner, a written statement that provides: (a) the amount of assessments due from the owner and unpaid at the time the request was received, including regular and special assessments, fines and other charges, accrued interest, and late payment charges; (b) the percentage rate at which interest accrues on assessments that are not paid when due; and (c) the percentage rate used to calculate the charges for late payment or the amount of a fixed rate charge for late payment. The Association is not required to comply with this Section if the Association has commenced litigation by filing a complaint against the owner and the litigation is pending when the statement would otherwise be due.

## **ARTICLE 7 AMENDMENTS TO BYLAWS**

**7.1 How Proposed.** Amendments to the Bylaws shall be proposed by either a majority of the board of directors or by unit owners holding 30 percent of the voting rights. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for consent to the amendment.

**7.2 Adoption.** A resolution adopting a proposed amendment may be proposed by either the board of directors or by the unit owners and may be approved by the unit owners at a meeting called for this purpose or by ballot vote. Unit owners not present at the meeting considering such amendment may express their approval in writing or by proxy. To be effective, any amendment must be approved by unit owners holding more than 50 percent of the voting rights in the Association (not merely 50 percent of the voting rights present in person or by proxy at a meeting at which a quorum is constituted), and by Mortgagees to the extent Mortgagee approval is required by the Declaration, except that (a) any amendment of any provision of these Bylaws that is also contained in the Declaration must be approved by the same voting requirement for amendment of such provision of the Declaration, (b) any amendment relating to age restrictions, pet restrictions, limitations on the number of persons who may occupy units, or limitations on the rental or leasing of units must be approved by unit owners holding 75 percent of the voting rights in the Association; and (c) any amendment to a requirement in these Bylaws for a vote of more than 50 percent of the total voting rights of the Association must be approved by such higher percentage of the total voting rights of the Association. Until ten years from the date of closing of the sale of the last unit by Declarant to a person other than a successor Declarant, to be effective, any amendment to these Bylaws must also be approved in writing by Declarant. Following the turnover meeting, to be effective, any amendment to these Bylaws adversely and materially affecting the Commercial Units must also be approved in writing by the Commercial Director.

**7.3 Regulatory Amendments.** Notwithstanding the provisions of Section 7.2 above, until the turnover meeting as described in Section 2.2 has occurred, Declarant shall have the right



(but not the obligation) to amend these Bylaws in order to comply with the requirements of the Federal Housing Administration; the United States Department of Veterans Affairs; the Rural Development or the Farm Service Agency of the United States Department of Agriculture; the Federal National Mortgage Association; the Government National Mortgage Association; the Federal Home Mortgage Loan Corporation; any department, bureau, board, commission or agency of the United States or the State of Idaho; the City of Caldwell and the Canyon County, Idaho; or any corporation wholly owned, directly or indirectly by the United States or the State of Idaho that insures, guarantees or provides financing for a condominium project or units in a condominium project.

**7.4 Execution and Recording.** An amendment shall not be effective until certified by the president and secretary of the Association as being adopted in accordance with these Bylaws and the provisions of the Idaho Condominium Property Act and recorded in the office of the Recorder of Canyon County, Idaho.

## **ARTICLE 8 MISCELLANEOUS**

**8.1 Notices.** All notices to the Association or to the board of directors shall be sent in care of the managing agent, or if there is no managing agent, to the principal office of the Association or to such other address as the board of directors may designate from time to time. All notices to any unit owner shall be sent to such address as may have been designated by such owner from time to time, in writing, to the board, or, if no address has been designated, then to the owner's unit. Unless otherwise required by law, in the discretion of the board, any notice, information or other written material required to be given to a unit owner or director under the Declaration or these Bylaws or pursuant to the Idaho Condominium Property Act, may be given by electronic mail, facsimile or other form of electronic communication acceptable to the board.

**8.2 Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.


**8.3 Action Without a Meeting.** Any action that the Idaho Condominium Property Act, the Idaho Nonprofit Corporation Act, the Declaration or these Bylaws require or permit the owners or directors to take at a meeting or by ballot may be taken without a meeting or ballot if a consent in writing setting forth the action so taken is signed by all the owners or directors entitled to vote on the matter. The consent, which shall have the same effect as a unanimous vote of the owners or directors, shall be filed in the records of minutes of the Association.


**8.4 Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

**8.5 Conflicts.** These Bylaws are intended to comply with the Idaho Condominium Property Act and the Declaration. In case of any irreconcilable conflict, such statute and the Declaration shall control over these Bylaws or any rules and regulations adopted hereunder.

IN WITNESS WHEREOF, the Association, through its President and Secretary, hereby certify that the foregoing Bylaws, consisting of 21 pages including this page, was duly adopted as of April 13, 2022, as the Bylaws of the Association, by the vote or written consent of Members representing 100 percent of the total voting power in the Association.

HELENA CONDOMINIUM  
ASSOCIATION, INC., an Idaho nonprofit  
corporation:

By:   
\_\_\_\_\_  
Casey Wilson, President

By:   
\_\_\_\_\_  
Jake Pedersen, Secretary



