

**BYLAWS
OF
THE IDA BUILDING OWNERS ASSOCIATION, INC.**

These Bylaws (these “**Bylaws**”) of The IDA Building Owners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), are applicable to the Project as identified in that certain Condominium Declaration for The IDA Building, to be hereinafter recorded in the real property records of Blaine County, Idaho, as the same may be amended from time-to-time according to its terms (the “**Declaration**”). The Declaration is hereby incorporated herein in its entirety by this reference and made a part of these Bylaws as if set out in full herein, and all capitalized terms not otherwise defined herein have the meaning set forth in the Declaration. To the extent that these Bylaws conflict with the Declaration or the Act, then the Declaration or Act (as applicable) will govern.

**ARTICLE 1
MEMBERS**

Section 1.1 Membership and Voting. “**Member**” means each Person holding a membership in the Association, including Grantor. Every Owner of a Unit is a Member of the Association and has one (1) membership for each Unit in the Project owned by such Owner. If the Owner of a Unit shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Unit may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Unit. To this end, only one (1) vote is allocated to each Unit, regardless of the number of Persons that hold an ownership interest in such Unit. Memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner’s title to a Unit and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

1.1.1 Class A Members. “**Class A Members**” shall be the Owners of the Units, with the exception of the Grantor for so long as the Class B Member exists. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Member will be entitled to one (1) vote for each Unit owned by such Member. Prior to the Class B Termination Date, Class A Members are not entitled to vote.

1.1.2 Class B Member. The “**Class B Member**” is Grantor, who shall be the sole voting Member of the Association entitled to vote the collective voting power of the Association from the period commencing on the Effective Date and expiring on the Class B Member Termination Date (the “**Initial Development Period**”). The Class B Member shall cease to exist upon the earlier to occur of the following: (a) Grantor no longer owns any Units within the Project;

or (b) Grantor informs the Board, in a writing recorded in the real property records of Blaine County, Idaho, that Grantor no longer wishes to exercise its rights as the Class B Member (as applicable, the “**Class B Member Termination Date**”).

Section 1.2 Annual Meetings of Members. The Association will hold an annual meeting of Members each year on such date as the Board may designate. At such meeting, the Members may transact such business as may properly come before them if a quorum is present. Such meeting may be conducted in person or, with the approval of a simple majority of the Members, be conducted through an electronic or hybrid meeting mode.

Section 1.3 Special Meetings. The president, or in the absence of the president, any other officer of the Association, will call a special meeting of the Association as directed at any time by resolution of the Board or upon request of Grantor, or, after the Initial Development Period, upon the Association’s receipt, in any twenty-one (21) day period, of signed, written requests from fifty percent (50%) or more of the total voting power of the Association. The notice of all special meetings will be given as provided in Section 1.6 of these Bylaws, and will state the nature of the business to be undertaken. No business will be transacted at a special meeting except as stated in the notice, unless by consent of the Members representing more than fifty percent (50%) of the total voting power in the Association, either in person or by proxy.

Section 1.4 Order of Business. The order of business at all meetings will be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of committees; (e) unfinished business; and (f) new business. In accordance with the Act, the Association must take minutes of all meetings, and the Association must preserve such minutes for a minimum of ten (10) years.

Section 1.5 Place of Meetings. Meetings of the Association will be held in the location designated by the Board, which location will be a suitable place in the Project or close thereto. Such meetings will be conducted in accordance with Robert’s Rules of Order.

Section 1.6 Notice of Meetings. Notice of annual or special meetings of the Association will be delivered, mailed or emailed to all Members, and will be given not less than ten (10) days nor more than thirty (30) days prior to the time of said meeting and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken at any special meeting, by the acting chairman of the previous annual meeting, or, in such person’s absence, by the Association’s secretary of the previous annual meeting, or, in both persons’ absence, by the Members having one-quarter (1/4) of the total voting power in the Association. The mailing of a notice (postage prepaid) or the emailing of a notice in the manner provided in this Section 1.6, is considered notice served. If no address has been furnished to the Association’s secretary, notice is deemed to have been given to a Member if posted in a conspicuous place in the Project.

Section 1.7 Quorum. Except as otherwise provided in the Condominium Documents, the presence in person or by proxy of the Grantor constitutes a quorum during the Initial Development Period. After the Initial Development Period, the presence in person or by proxy of the Members representing thirty percent (30%) or more of the total voting power of the Association constitutes a quorum. The Members present at a duly called or held meeting at which a quorum is

present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the time the original meeting was scheduled, without notice other than announcement at the meeting. At such second meeting, the presence of Members representing no less than fifteen percent (15%) of the quorum required at the preceding meeting constitutes a quorum. Except as otherwise provided herein or in the Declaration, decisions and resolutions of the Association require an affirmative vote of the Members representing a majority of the total voting power present at an annual or special meeting of the Association at which a quorum is present.

Section 1.8 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Association's secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy is revocable by the Member who executed the proxy at any time and automatically ceases after completion of the meeting for which the proxy was filed, if filed for a particular meeting. In no event will a proxy be valid after eleven (11) months from the date of its execution.

Section 1.9 Action without Meeting. Any action which may be taken at a meeting of the Association, may be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Association's secretary. Any action so approved will have the same effect as though taken at a meeting of the Members.

ARTICLE 2 BOARD

Section 2.1 Number and Qualification. The business and affairs of the Association is managed by the Board. The Board consists of not less than three (3) directors and no more than five (5) directors. Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period: (a) the Owners have the right to elect and remove directors as provided in these Bylaws; and (b) any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining Directors through a special election at any meeting of the Board.

Section 2.2 Powers. The Board's power on behalf of and in respect of the Association will be all powers and privileges permitted to be exercised by a Board of a nonprofit corporation under applicable law, subject only to such limitations as are expressly stated in the Condominium Documents and the Condominium Act. The Board will conduct, direct, and exercise full control over all activities of the Association. Unless otherwise provided in the Condominium Documents, any action taken by the Board on behalf of the Association, will be sufficient to bind the Association and will conclusively evidence the authority of the Board with respect thereto. The Board is vested with, and responsible for, the powers and duties identified in the Declaration.

Section 2.3 Annual meetings. Annual meetings of the Board may be held without notice, at such times, in such place and at such hour as may be fixed from time to time by resolution

of the Board. Should said meeting fall upon a legal holiday, then that meeting will be held at the same time on the next day which is not a legal holiday.

Section 2.4 Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given in the manner provided in Section 2.5 will be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein.

Section 2.5 Meetings Generally. Board meetings must be open to the Members and any representative or agent designated in a signed writing by a Member to represent the Member. An executive session at which Members are excluded may be held upon a majority vote of the Board for the following purposes: (a) to consider matters of personnel, hiring, bid review, or contract negotiation; (b) to consider records that are not subject to disclosure under Idaho Code § 30-30-1102; (c) to consult with an attorney for the purpose of obtaining legal advice (the mere presence of legal counsel at a board meeting shall not justify entering into executive session); (d) to discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; or (e) to discuss sensitive matters related to an individual member's property or assessments, such as violations or delinquent assessments. In accordance with the Act, the Board must take minutes from all meetings, and preserve such minutes for a minimum of ten (10) years.

Section 2.6 Notice. Notice of any special meetings of the Board will be hand delivered, mailed, or emailed to all directors at least three (3) days previous thereto and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notice shall be deemed received upon hand delivery or refusal to accept hand delivery, two (2) days after deposit in a regular depository of the United States mail with postage prepaid, or when sent if sent by email unless the sender learns that the recipient did not receive the email. Notwithstanding the foregoing, actual notice however and from whomever received shall always be effective.

Section 2.7 Waiver of Notice. Before or at any meeting of the Board, any director may in writing waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board will be waiver of notice by that director of the time and place thereof. If all directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting. The transactions of any meeting of the Board, however called and noticed or wherever held, will be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents, and approvals will be filed with the records of the Association or made a part of the minutes of the meeting.

Section 2.8 Quorum. A majority of the number of directors fixed by Section 2.1 will constitute a quorum for the transaction of business at any meeting of the Board. Any act taken by a majority of the directors present at a meeting at which a quorum is present will be the act of the Board.

Section 2.9 Voting. Each director will have one (1) vote as a director.

Section 2.10 Action without a Meeting. Any Board action that may be taken at a meeting may be taken without a meeting if all directors sign a consent setting forth the action so taken.

Section 2.11 Vacancies. Vacancies on the Board during the Initial Development Period shall be filled by the Grantor. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by the remaining directors, through a special election at any meeting of the Board. Until such time as a vacancy is filled as provided herein, the Board shall continue to conduct business as if no vacancy existed. A vacancy or vacancies will be deemed to exist in case of death, resignation, removal, or judicial adjudication of mental incompetence of any director, or in the case the full number of authorized directors are not elected at any meeting at which such election is to take place.

Section 2.12 Fidelity Bonds. The Board may require that all officers and employees of the Association handling or responsible for the Association funds will furnish adequate fidelity bonds. The premium on such bonds will be paid by the Association or its manager.

Section 2.13 Committees. The Board, by resolution, may from time to time designate such committees as the Board desires, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee will provide for the appointment of its members, as well as a chairperson, will state the purpose of the committee, and will provide for reports, termination, and other administration matters as deemed appropriate by the Board.

Section 2.14 Books, Financial Statements and Audit. As of the Effective Date, the financial disclosures identified below are required by Idaho Code § 55-3205. To the extent Idaho Code 55-3205 is amended or terminated, this Section 2.14 shall be deemed amended or terminated accordingly.

Section 2.15 Owner Accounts. The Association must provide on Owner and the Owner's agent, if any, a statement of the Owner's account no more than five (5) business days after a request by the Owner or the Owner's agent is received by an appropriate agent of the Association. The statement of account must include, at a minimum, the amount of the annual charges against the Owner's Unit, the date when the charges are due, and any unpaid assessments or other charges due and owing from the Owner at the time of the request.

Section 2.16 Disclosure of Fees. On or before January 1 of each year, the Association must provide the Owners with a disclosure of fees that will be charged to an Owner in connection with any transfer of ownership of the Owner's Unit. Fees imposed by the Association for the calendar year following the disclosure of fees may not exceed the amount set forth on the annual disclosure, and no surcharge or additional fees may be charged to any Owner in connection with any transfer of ownership of the Owner's Unit. No fees may be charged for expeditiously providing a member's statement of account as set forth in this Section 2.14.

Section 2.17 Up-to-Date Statements. The Association must provide on Owner and the Owner's agent, if any, an up-to-date financial disclosure no more than ten (10) business days after a request by the Owner or the Owner's agent is received by an appropriate agent of the Association

Section 2.18 Annual Statements. Within sixty (60) days of the close of the fiscal year, the Association must provide the Owners and the Owners' agents, if any, with an up-to-date and reconciled financial disclosure for the fiscal year.

Section 2.19 Removal. During the Initial Development Period, only the Grantor has the power to remove a director, which removal may be with or without cause. After the Initial Development Period, the Members may remove one (1) or more directors with or without cause. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director. A director may be removed by the Members only at a meeting called for the purpose of removing that director, and the meeting notice must state that the purposes, or one of the purposes, of the meeting is removal of the director.

Section 2.20 Term. Directors appointed by the Grantor during the Initial Development Period shall serve until the earlier of the following: (a) death; (b) resignation; (c) removal; or (d) the date of the first annual meeting of the Members after expiration of the Initial Development Period. At the first annual meeting of the Members after the expiration of the Initial Development Period, and each annual meeting thereafter, the Members shall elect the directors. Directors so elected by the Members shall serve until the earlier of: (i) the next annual meeting of the Members; (ii) death; (iii) resignation; or (iv) removal. Notwithstanding anything to the contrary contained herein, despite the expiration of a director's term, the director continues to serve until the director's successor is appointed or elected, and qualifies, or until there is a decrease in the number of directors. At the expiration of a director's term (i.e. on the date of the first annual meeting of the Members after the director's election), the director's successor (which may be the same individual) shall be elected by a plurality of the votes cast by the Members entitled to vote in the election at a meeting at which a quorum is present. Members shall have no right to cumulate their votes for directors.

ARTICLE 3 OFFICERS

Section 3.1 Designation. The principal officers of the Association will be a president, a vice president, secretary, and a treasurer, all of whom will be elected by the Board. The Board may appoint an assistant treasurer and an assistant secretary, and such other officers as in the Board's judgment may be necessary. One person may hold two or more offices, except those offices of president and secretary.

Section 3.2 Election of Officers. The officers of the Association will be elected annually by the Board at the organizational meeting of each new Board, and each officer will hold office for one (1) year unless such officer will sooner resign or will be removed or otherwise disqualified.

Section 3.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any annual meeting of the Board, or any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the president or secretary of the Association. Any such resignation will take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified in said notice, acceptance of such

resignation by the Board will not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer they replace.

Section 3.4 Compensation. Officers, agents, and employees may receive such reasonable compensation for their services as may be authorized by the Board. Appointment of any officer, agent, or employee will not of itself create contractual rights of compensation for services performed by such an officer, agent, or employee.

Section 3.5 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 3.6 President. The president will be the chief executive officer of the Association. The president will preside at all meetings of the Association and of the Board. The president will have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation. The president will, subject to the control of the Board, have general supervision, direction, and control of the business of the Association. The president will be ex officio a member of all standing committees, and the president will have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 3.7 Vice President. The vice president will take the place of the president and perform such duties whenever the president will be absent, disabled or unable to act. If neither the president nor the vice president is able to act, the Board will appoint a member of the Board to do so on an interim basis. The vice president will also perform such other duties as will from time to time be imposed by the Board or these Bylaws.

Section 3.8 Secretary. The secretary will record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The secretary will have charge of such books and papers as the Board may direct, and the secretary will, in general, perform all the duties incident to the office of secretary. The secretary will give, or cause to be given, notices of meetings of the Association and of the Board required by these Bylaws or by law to be given. The secretary will maintain a book of record Owners and Occupants, listing the names and addresses of the Owners and Occupants as furnished to the Association and such book will be changed only at such time as satisfactory evidence of a change in ownership or occupancy is presented to the secretary. The secretary will perform such other duties as may be prescribed by the Board or these Bylaws.

Section 3.9 Treasurer. The treasurer will have responsibility for the Association's funds and securities and will be responsible for keeping, or causing to be kept, full and accurate accounts of the financial transactions of the Association including accounts of all assets, liabilities, receipts, and disbursements, all in books belonging to the Association. The treasurer will be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The treasurer will disburse the funds of the Association as may be ordered by the Board in accordance with the Declaration, will render to the president and directors upon request, an account of all

transactions as treasurer and of the financial condition of the Association, and will have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

ARTICLE 4

ASSESSMENTS PROCEDURES

Section 4.1 The policies and procedures for Assessments (such as notices, payment methods, installment options, late fees, interest charges, collection fees, and other matters) will be as set forth in the Declaration or as otherwise set forth in the Condominium Documents.

ARTICLE 5

INDEMNIFICATION AND INSURANCE

Section 5.1 Definitions. For the purposes of this Article, “agent” means any person who is or was a director, officer, employee, or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, or was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the Association; “proceeding” means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; “standard of conduct” means the standard of conduct for officers under Idaho Code § 30-30-623; and “expenses” includes, without limitation, attorneys’ fees and costs and any expenses of establishing a right to indemnification under Section 5.3 or Section 5.4.3.

Section 5.2 Indemnification. The Association will indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of the Association, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person’s conduct was unlawful. However, no indemnification will be made in respect of any claim, issue, or matter as to which such person will have been adjudged to be liable to the Association in the performance of such person’s duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending will determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court will deem proper.

Section 5.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 5.2 or in defense of any claim, issue, or matter therein, the agent will be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5.4 Determination of Standard of Conduct. Except as provided in Section 5.3, any indemnification under this Article will be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 5.2, as determined by:

5.4.1 A majority vote of directors who are not parties to such proceeding;

5.4.2 Approval or ratification by the affirmative vote of a majority of the total voting power of the Association as cast by the Members at a duly held meeting of the Association at which a quorum is present;

5.4.3 The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Association; or

5.4.4 Independent legal counsel in written opinion, engaged at the direction of a majority of disinterested directors.

Section 5.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount if it will be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

Section 5.6 Extent and Limitations of Indemnifications. No indemnification or advance will be made under this Article, except as provided in Section 5.3 or Section 5.4.3, in any circumstance where it appears:

5.6.1 That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board or Members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

5.6.2 That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 5.7 Beneficial Effect. This Article will create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right will extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given will not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy, or otherwise.

Section 5.8 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the

agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 6 ASSOCIATION RECORDS

The Association will keep such records of its business and affairs as is customary for community or homeowner associations, including a membership register, accounting records, financial statements, operating budgets, balance sheets, and minutes of meetings of the Board and committees. Such records will be available at the Association's regular offices for inspection and copying by any Owner at such Owner's expense in conformance with applicable law, including Idaho Code § 30-30-1102 or its successor. The Board may establish reasonable rules with respect to: (a) notice to be given to the custodians of the records by persons desiring to make the inspection; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents requested pursuant to this Article 6. The Association's obligations hereunder may be fulfilled by making the records available to an Owner electronically, including delivery by electronic mail or the posting of such records on a website.

ARTICLE 7 CONFLICTING PROVISIONS

If any provision of these Bylaws conflicts with applicable law, the Declaration, or the Articles, such conflicting provision will be severable and the other provisions of these Bylaws will remain in full force and effect.

ARTICLE 8 AMENDMENTS TO BYLAWS

These Bylaws may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of at least sixty-five percent (65%) of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

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**CONSENT OF DIRECTORS OF THE
THE IDA BUILDINGOWNERS ASSOCIATION, INC.
IN LIEU OF MEETING**

The undersigned, constituting all of the Directors of the The IDA Building Owners Association, Inc., an Idaho nonprofit corporation (the “**Association**”), do hereby consent to, adopt, and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

RESOLVED, that the above and foregoing Bylaws are hereby duly adopted as the Bylaws of the Association and that the same do now constitute the Bylaws of the Association.

RESOLVED, that Reid Sanborn is hereby elected president of the Association, Jon Gilmour is hereby elected vice president and secretary of the Association, and Garrison Belles is hereby elected treasurer of the Association.

This Consent of Directors of the The IDA Building Owners Association, Inc. in Lieu of Meeting is effective as of the 8th day of March, 2024.

DIRECTORS:

William Fleming
[William Fleming \(Mar 11, 2024 11:36 MDT\)](#)

Will Fleming

Jon Gilmour
[Jon Gilmour \(Mar 8, 2024 10:42 MST\)](#)

Jon Gilmour

Garrison Belles

Garrison Belles

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of The IDA Building Owners Association, Inc., an Idaho nonprofit corporation; and
2. The foregoing Bylaws comprising 12 pages, including this page, constitute the Bylaws of The IDA Building Owners Association, Inc., and were duly adopted by the Board pursuant to that “**Consent of Directors of The IDA Building Owners Association, Inc. in Lieu of Meeting**,” dated effective the 8th day of March, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Association effective the 8th day of March, 2024.

Jon Gilmour
Jon Gilmour (Mar 8, 2024 10:42 MST)
Jon Gilmour, Secretary