

**RESTATED, AMENDED AND ADOPTED BYLAWS
OF
HAYDEN LAKE COUNTRY CLUB ESTATES HOMEOWNERS, INC.
August 12, 2018**

**ARTICLE I
PRINCIPAL OFFICE**

Section 1.0 Offices. The principal office for the transaction of business of Hayden Lake Country Club Estates Homeowners, Inc. (hereinafter the "Corporation") in the State of Idaho shall be in the County of Kootenai. The Corporation's mailing address unless hereafter changed by the Board of Directors shall be P.O. Box 3465, Hayden, ID 83835.

**ARTICLE II
MEMBERSHIP**

Section 2.0 Classes of Membership and Voting Rights. There shall be one class of Membership. Each Owner(s) of a Lot in the Hayden Lake Country Club Estates PUD, now existing or hereafter annexed, shall be a Member.

Section 2.1. Voting Rights The owner(s) shall have one vote for each Lot owned as to all Membership issues. A vote may not be split or fractionalized.

Section 2.2 Joint Owner Disputes. If the Owners of a Lot are unable to agree on how their vote should be cast, such Owners shall not be entitled to vote on the issue in question.

Section 2.3 Suspension. Upon an affirmative vote of two-thirds (2/3) of the Board of Directors, a Member may be suspended from the Corporation and the Member's rights withdrawn for nonpayment of fees or assessments if not paid for a period of 90 days or greater from due date. Prior to suspension a Member is entitled to written notice that his or her Membership will be suspended as of a given date ("Suspension Date") and that the Member is entitled to an oral hearing regarding said suspension at least five (5) days prior to the Suspension Date. Written notice of suspension shall be delivered either personally, by mail or through electronic communications, including, but not limited to email, at least fifteen (15) days prior to the Suspension Date. Written notice shall be deemed delivered at the earliest of the following: (a) the date received by the Member; (b) five (5) days after being deposited in the United States mail, as evidenced by postmark, postage prepaid, addressed to the Member's address as it appears on the records of the Corporation; (c) on the date shown on the return receipt, if sent by registered or certified mail; or (d) when electronically transmitted to a Member in a manner authorized by the Members.

2.3.1 During suspension, a Member shall lose all rights to vote, use of corporate facilities, or enjoyment of any advantages of corporate Membership; however, a suspended Member is still responsible for fees and assessments and the mere suspension of Membership shall not in any way prohibit any other legal remedy, including but not limited to, the filing of claim of lien and foreclosing on the same in order to assure full payment of fees and assessments.

Section 2.4 Reinstatement. By written request, a Membership which has been suspended may be reinstated upon the approval of two-thirds (2/3) vote of the Board of Directors, but only so long as fees and assessments have been brought current and the prospective Member fulfills all of the requirements of general Membership in accordance with these Bylaws.

Section 2.5 Transfer. Membership in the Corporation shall not be sold, assigned or transferred. However, when a Member sells a Lot, the seller's Membership rights shall transfer to the new Owner; The seller must notify the Treasurer of the Corporation of any such transfer. Purchaser and seller Members are jointly and severally liable for all unpaid assessments until transfer is complete on the corporate books. After completed transfer, the purchaser (new Member) is solely liable.

ARTICLE III **MEETING OF MEMBERS**

Section 3.0 Annual Meeting. The annual meeting of the Members shall be held in Kootenai County, Idaho, at a time, place and location determined by the Board of Directors. If the Board shall fail to set another time and date, then the meeting shall occur on the fourth Friday of September each year, at the hour of 7:00 o'clock p.m., at a meeting place to be announced in the call of the meeting. The purpose of the meeting shall be to elect directors and for the transaction of such other business as noted in the announced agenda.

Section 3.1 Special Meetings. Special meetings of the Members may be called by the President, or by not less than thirty-five percent (35%) of Members with voting rights at any time with proper notice. Notice of the time, place and agenda of special meetings shall be given to each Member by written communication delivered either personally, by mail, or through electronic communications at least ten (10) days prior to the day fixed for the meeting.

Section 3.2 Meeting Place. The President of the Board of Directors may designate any place in Kootenai County, Idaho, as a place for any meeting.

Section 3.3 Notice of Meeting. Written notice stating the place, day and hour of the annual meeting of Members shall be delivered either personally, by mail or through electronic communications, including, but not limited to email, to each Member entitled to vote at such meeting. The notice shall be delivered not less than ten (10) days nor more than thirty (30) days before the date of such meeting. In case of a special meeting the purpose for which the meeting is called shall be stated in the notice.

Section 3.4 Quorum. Thirty-five (35%) of the voting power of the Membership shall constitute a quorum for the conduct of regular business of the Corporation. All members appearing in the following manners shall be counted for purposes of determining whether a quorum is present: (1) Through physical presence at the meeting in question, (2) by written **signed** ballot received at the HOA PO Box at least two (2) business days prior to the meeting or (3) by electronic vote whether by email or other electronic means at least two (2) business days prior to the meeting.

Section 3.5 Regular Business. The regular business of the Corporation may be carried out by a simple majority of voting Membership at any annual, or special meeting, except, as otherwise stated in these Bylaws. Robert's Rule of Order shall rule all parliamentary questions.

3.5.1 Members need not be physically present at annual, or special meetings to vote but may vote by a signed written ballot received by the Board of Directors prior to any meeting, and/or by electronic vote whether by email or other electronic means at least two (2) business days prior to the meeting.

**ARTICLE IV
GOVERNING BODY**

Section 4.0 General Powers. The Board of Directors of the Corporation shall constitute the governing body of this Corporation.

**ARTICLE V
BOARD OF DIRECTORS**

Section 5.0 Terms of Directors. The Board of Directors shall consist of three (3) Directors, who need to be Members. Directors shall hold office for staggered terms of three (3) years. After a Director has served his or her term, a two (2) year period must pass before being eligible for reelection to the Board of Directors. One new Director will be elected at each Annual Meeting to replace the outgoing Director

Section 5.1 Election of Board of Directors. The Directors shall be elected at the annual meetings. Nominations may be made by members but must be received at the HLCC Estates HOA PO Box 3465, Hayden ID 83835 at least two (2) weeks prior to the Annual Meeting. Additionally, the Board of Directors should appoint a nominating committee at least twenty (20) calendar days prior to the Annual Meeting to (a) ensure that sufficient nominees are presented to fill anticipated Board of Directors vacancies, (b) qualified members are presented for nomination and (c) to name additional qualified nominees as may be required to fill vacancies. Nominations will NOT be accepted from the floor during the Annual Meeting unless the foregoing process for nominations fails to produce the required number of qualified nominees.

Section 5.2 Removal. The Members may remove any Director in accordance with Idaho Code 30-30-608 whenever, in their judgment, the best interest of the Corporation would be served thereby. A Director may only be removed by the Members at a meeting called for the purpose of removing the Director and the meeting notice must state that one of the purposes of the meeting is removal of the Director.

Section 5.3 Disqualification. Any director may lose his or her position as Director by disqualification for the following reasons:

5.3.1 Loss of Membership in the Corporation;

5.3.2 Absence from three (3) consecutive Board of Director's meetings without just cause; or

5.3.3 Continuing conflict of interest between outside interests and duties as a Director.

The final determination of disqualification when loss of Membership has occurred - for lack of just cause, for absences on a continuing nature or for conflicts of interest - shall be made by an affirmative vote by a majority of the Membership. Upon such an affirmative determination of disqualification, that position shall be considered vacant.

Section 5.4 Vacancies. A vacancy may be temporarily filled by the Board of Directors until the election of Directors at the next Annual Meeting.

5.4.1 Resignation. A Director may resign at any time by delivering written notice to the Board of Directors or an Officer of the Corporation. A resignation of a Director is effective upon delivery of the notice unless the notice specifies a later effective

date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date, provided that, the successor does not take office until the effective date.

Section 5.5 Quorum. The presence of the majority of the Directors at any meeting of the Board of Directors shall constitute a quorum. The vote of the majority of the quorum at any meeting shall constitute an action of the Board of Directors.

Section 5.6 Regular Meetings. Regular meetings of the Board of Directors shall be conducted at a time and a place within or near the Hayden Lake Country Club Estates Development as may be fixed by the Board of Directors. The location and agenda for meetings of the Board of Directors shall be posted on the Hayden Lake Country Club Estates Homeowners, Inc. website or sent to the Membership at least three (3) days prior to the meeting date.

5.6.1 Following a Board discussion of any given agenda items, members shall have the opportunity to present their comments to the Board of Directors regarding agenda items prior to the Board of Directors voting on said agenda items, provided that each Member is limited to three (3) minutes per agenda item in which to present comments.

Section 5.7 Special Meetings. Special meetings of the Board of Directors may be called by written notice signed by the President or by two-thirds (2/3) of the Directors other than the President. Notice of the time, place and agenda of special meetings shall be given to each Member and Director by written communication delivered either personally, by mail, or through electronic communications, including, but not limited to email, at least three (3) days prior to the day fixed for the meeting. Special meetings of the Board of Directors shall be open to Members. Following a Board discussion of any given agenda items, members shall have the opportunity to present their comments to the Board of Directors regarding agenda items prior to the Board of Directors voting on said agenda items, provided that each Member is limited to three (3) minutes per agenda item in which to present comments.

Section 5.8 Executive Session. The Board of Directors by a two-thirds (2/3) majority vote may adjourn any meeting and reconvene in an Executive Session to discuss and vote upon matters of a sensitive nature, including but not limited to the financial, legal, or personal issues of a particular Member or Members. Members shall be excluded from Executive Sessions, provided that the general matters of the Executive Session shall be disclosed to the Members prior to the Executive Session.

Section 5.9 Waiver of Notice. Before or at any meeting of the Board, any Director or Member may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving a notice to that Director or Member. Attendance by a Director at any meeting of the Board shall be a waiver of notice to that Director of the time and the place of the meeting, except where such attendance is for the limited and expressed purpose of objecting to the transaction of any business because the meeting is allegedly unlawful.

Section 5.10 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration and management of the affairs of the Corporation as directed in the Bylaws and Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration").

Section 5.11 Designation of Committee with Authority of Board. The Board of Directors may, by majority vote of the Directors, designate one (1) or more committees authorizing such committee or committees to act with the authority of the Board. The delegation of the duty or duties shall be specific, limited in scope, time and types of authority.

ARTICLE VI
OFFICERS OF CORPORATION

Section 6.0 Titles and Appointments of Power. The Officers of the Corporation may constitute the Board of Directors of the Corporation. The Officers shall consist of a President, a Vice President/Treasurer and, a Secretary. The Board of Directors shall elect the Officers. The Board of Directors may also appoint such other Officers as they may deem desirable. Such Officers shall have the authority to perform the duties prescribed from time to time by the Board of Directors and these Bylaws. One (1) individual may hold more than one (1) office except the office of President.

Section 6.1 Election and Term. The election of Officers shall take place at the meeting of the Board of Directors following the annual meeting of the Members. The term of the Officers shall be one (1) year unless said Officers shall resign or shall be removed or otherwise disqualified to serve.

Section 6.2 Vacancies. After the Membership elects a new Director (5.5), a vacancy will be filled through election by a majority of the Board of Directors.

Section 6.3 President. The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He/she shall preside at all meetings; shall sign, with the Secretary, or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors have authorized to be executed; and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors.

Section 6.4 Vice-President. The Vice-President shall perform the duties of the President in the President's absence or in the event of death, inability or refusal to act, and when so acting shall have all of the powers and be subject to all of the restrictions placed upon the President and in general perform all of the duties incident to the office and such other duties as from time to time may be assigned to him or her by the President of the Board.

Section 6.5 Treasurer. The Treasurer shall have charge of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies paid to the Corporation from any source whatsoever; deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories; and in general perform all of the duties incident to the office and such other duties as from time to time may be assigned to him or her by the President or the Board. Treasurer will mail assessment notices by the fifth day of each calendar year, Treasurer will follow up with delinquent Members.

Section 6.6 Secretary. The Secretary shall keep the minutes of the meetings of the Members and the Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the Corporate records and of the Seal of the Corporation and keep a register of the post office addresses of each Member which shall be furnished to the Secretary by such Member; and in general perform all duties incident to the office of Secretary; and in general perform all duties incident to the office and such other duties as from time to time may be assigned to him or her by the President or the Board.

Section 6.7 Compensation. The Officers of the Corporation shall not be entitled to remuneration, except as authorized by the Board for reimbursement of actual expenses incurred on behalf of the Corporation.

ARTICLE VII

BOOKS AND RECORDS

Section 7.0 Books and Records. The Corporation shall keep correct and complete books and records of accounts and shall also keep Minutes of the proceedings of its Members' meetings and the meetings of the Board of Directors and committees having any of the authority of the Corporation and shall keep at its principal office a record giving the names and addresses of the Members entitled to vote. All books and records of the Corporation may be inspected by any Member or Member's agent or attorney for any proper purpose at any reasonable time.

ARTICLE VIII

FISCAL YEAR

Section 8.0 Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

ARTICLE IX

BUDGET, ASSESSMENTS AND CHARGES

Section 9.0 Preparation of Budget. Not less than thirty (30) days before the annual meeting, the Board of Directors shall prepare a budget for the Corporation to be voted on by the Members at the annual meeting and to take effect at the beginning of the next Fiscal Year. Members shall be provided with a copy of the proposed budget at least seven (7) days prior to the annual meeting.

Section 9.1 Budget Considerations. In preparing the budget, the Board of Directors shall estimate the common expenses of the Corporation to be paid during this year, make suitable provisions for accumulation of reserves, and shall take into account any surplus or deficit carried over the preceding year and any expected income to the Corporation. If, during the year the budget proves to be inadequate for any reason, including nonpayment of any owner's assessment, the Board of Directors may prepare a supplemental budget for the remainder of the year.

Section 9.2 Member Approval. The budget must be approved by a simple majority of Members at the annual meeting provided a quorum is present. If the budget is not approved at the annual meeting, a special meeting of the membership must be set within fourteen (14) days following the annual meeting and a revised budget presented and approved at said special meeting. In the event the membership fails to approve the budget at both the annual and special meeting as provided for above, the Board of Directors shall have the power to approve the budget by a two-thirds (2/3) vote.

Section 9.3 Purposes of Assessments. The assessments levied by the Corporation shall be assessed against Membership only and used exclusively to promote the recreation, health, safety and welfare of the Owners; protect the value of property located in the Development, to improve and maintain the common areas and for the common good of the Development. Seven types of assessments may be charged in accordance with restrictions and requirements herein. They are:

1. Regular assessments
2. Limited common area assessments
3. Special assessments

4. Emergency assessments
5. Correction assessments
6. Fine assessments (also known as "Default Assessments"); and
7. Initial Capital Assessment.

Section 9.4 Regular Assessments. The Board shall be empowered to assess each Lot, no more than Eight Hundred Dollars (\$800) for calendar year 2018 unless, by a majority vote of the members, a greater amount is approved. Future assessments may be made by the Board (not to exceed a five (5) % increase over the assessment of the prior year) without approval of the members. Regular assessments shall be used for maintenance and improvements to the development, including the common areas, for reserves, and/or any other necessary and desirable purposes for the benefit of the Corporation, development and/or its members.

9.4.1 Lots outside the HOA Gates. Lots outside the Homeowners Association gates, with addresses on Strahorn, shall be assessed at the lesser rate of one-half that outlined in Section 9.4

Section 9.5 Limited Common Area Assessments. The Membership may vote to plat certain areas of limited common area, which area may be owned by the Corporation but used by only certain Owners. The Board is empowered to assess each Lot that attains a right to use and enjoy a specific limited common area, a sufficient amount for the maintenance and improvements of such area. The amount of such assessment can be amended if two-thirds (2/3) of the Owners of a respective limited common area demand an amendment in writing, and demand shall not involve Owners without interest in the particular limited common areas. Different limited common areas may have separate and different amounts based upon the respective needs of each area, as determined by the Board.

Section 9.6 Special Assessments. By unanimous request of individuals to be served, the Board may in addition to the regular assessments authorized above, assess special assessments for the use of special facilities, equipment or services within the Development. Any proceeds collected for the use of special items shall be exclusively for that specified use and shall be kept separate and distinct from general corporate funds.

9.6.1 Payments and Modifications. All special assessments shall be due at a time specified by the Board and may be enforced in the same manner as other assessments, or in addition the Board may withhold the special use for nonpayment of an assessment. All special assessments shall be spent exclusively for the maintenance and/or improvement of the special use for which it is meant. Any modification of special assessments shall require a majority vote of all special assessments members and a majority of the Board.

9.6.2 Forfeiture of Special Use. In the event that a special assessment Member fails to pay the required special assessments when due and after notices of such delinquency and failure to pay the arrearage within thirty (30) days of mailing such notice, then use shall be temporarily forfeited until payments of the arrearage and any collection charges are made in full. In any event that one (1) year shall pass without delinquency being satisfied, then the Member shall permanently forfeit any right to use the Corporation's property on which the special assessment was due.

Section 9.7 Emergency Assessments. In addition to the regular and special assessments, the Board shall have emergency powers to assess an emergency assessment on Lots. The emergency assessment may be imposed with the consent of a majority of the Members at a special meeting; however, any emergency assessment shall not exceed fifty percent (50%) of the

annual regular assessment per Lot in any one (1) year. Further, the power to assess emergency assessments shall only occur in the case of a bona fide emergency. Such an emergency shall be defined as an event that meets all four (4) of the following:

9.7.1 Was not foreseeable at the date of the last annual meeting of the Membership

9.7.2 Must relate in whole or in part to reconstruction, repair or replacement of a capital improvement on which the Development and/or Additions thereto depend or relate to the defense or protections or corporate property, title or imminent liability

9.7.3 Must require immediate action (obligation to or expenditure of funds within thirty (30) days or less)

9.7.4 A majority of the Board must doubt the existence of sufficient corporate funds to meet the requirements of the emergency and the regular costs of operations of the Corporation.

Section 9.8 Correction Assessments. In the event any Lot Owner violates the Declaration and is given proper notice as per the Declaration yet fails to correct the violation in accordance with the Declaration, then this assessment shall become effective. The Board may place a charge or correction assessment and record as an assessment lien as follows.

9.8.1 Majority of the Board declares existence of violation of Declaration.

9.8.2 Board evidences in Minutes of Corporation that proper notices have been mailed as required by the Declaration.

9.8.3 Board hires, at a reasonable price, an appropriate individual contractor to carry out work, to bring the Lot or premises into conformity with Declaration and have work completed.

9.8.4 Record a claim of lien for all costs, including but not limited to, labor, materials, interest, and legal fees according to Idaho law. If not paid in full within reasonable notice of the violating property Owner, Board may foreclose on the lien according to Idaho law.

Section 9.9 Initial Capital Assessment. In order to provide the Association with adequate working capital funds, the Association will collect at the time of the close of escrow of each Lot at each initial sale and each Lot or home sale thereafter an amount of Two Hundred Fifty (\$250) (as of July 2018) at the time of close of such escrow. The Board may from time to time increase this amount as inflation or increased needs may dictate in the sole discretion of the Board. The Association will maintain such funds to meet expenditures or to acquire additional equipment or services for the benefit of the Members as the Board sees fit. Payments to this fund from escrow closings are not and shall not be considered advance payments of annual assessments.

Section 9.10 Fine Assessments (also known as "Default Assessment"). In the event that an Owner violates the Declaration, the Bylaws or any properly adopted Rule or Regulation of the Project on more than two (2) occasions, then, following written notice of the violation, a fine may be assessed against the Owner for each violation. Fine assessments must be approved by two-thirds (2/3) of the Board and shall be an amount sufficient to discourage future violations.

Section 9.11 Payment of Assessments. All assessments shall be paid to the Treasurer of the Corporation within thirty (30) days of notice of assessment. Any assessment not paid within thirty (30) days from notice shall be delinquent and subject to a late charge, interest charges and costs of collection procedures.

Section 9.12 Certificate of Unpaid Assessments. Upon the request of any Owner or mortgagee of a particular Lot, the Board will furnish a certificate in recordable form stating the amount, if any, of unpaid assessments charged to that Lot. The certificate shall be conclusively determined by the Board and the Corporation as to the amount of such indebtedness as of the date of the certificate and may be relied upon by purchasers and mortgagees of such Lot. The Board may establish a reasonable fee to be charged to reimburse it for the cost of preparing the certificate.

Section 9.13 Transfer of Unit by Sale or Foreclosure. The sale, transfer, or mortgage foreclosure of any Lot shall not affect the assessment or assessment lien. In a voluntary conveyance of a Lot, the grantee of the Lot shall be liable for all unpaid assessments due the Corporation.

Section 9.14 Late Fees for Failure to Pay. If any part of any assessment is not paid and received by the Corporation or its designated agent within thirty (30) days after the due date, an automatic late charge of one and one-half percent (1.5%) shall be assessed for each month until all charges are paid. When a notice of default and demand to cure has been recorded, such assessment shall constitute a lien on the subject Lot prior and superior to all other liens except: (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (2) the lien or charge of any first mortgage of record made in good faith and for value. Such lien may be enforced by foreclosure of the subject Lot in accordance with Idaho law.

Section 9.15 Capital Expenditures. Any capital expenditures in excess of Ten Thousand Dollars (\$10,000) that were not approved at the annual meeting must be approved in writing by a majority of the Members prior to the expenditure. Said approval may be given either through written ballot or through electronic means, including, but not limited to email.

ARTICLE X ENFORCEMENT OF DECLARATION

Section 10.0 Enforcement of Declaration. This Corporation shall be primarily responsible for the enforcement of the Declaration. The definitions, duties and rights specified in the Declaration shall guide the management of the Corporation and shall guide the interpretation of either the Bylaws or Articles.

ARTICLE XI WAIVER OF NOTICE

Section 11.1 Waiver of Notice. Whenever any notice is required to be given under the statutes of the State of Idaho or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the legal equivalent to the giving of such notice

ARTICLE XII INDEMNIFICATION

Section 12.0 Limited Indemnification of Directors, Committee Members, and Officers. Each Director, Committee Member, and Officer shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding in which such person may become involved by reason of holding or

having held such position, or any settlement thereof, whether or not he or she holds such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful malfeasance in the performance of his or her duties. Hayden Lake Country Club Estates, Inc. will provide indemnification insurance for Officers, Directors, and Committee Members serving the Corporation, In the event of a settlement, the indemnification shall apply only when the subject Director(s), Committee Member(s), and/or Officer(s) are: (1) subject to liability simply by reason of holding such a position; or (2) if their actions were (i) within the reasonable performance of their duties as Director(s), Committee Member(s), and/or Officer(s), and/or (ii) are expressly covered by the indemnification insurance obtained by Hayden Lake Country Club Estates, Inc. Indemnification of any Director(s), Committee Member(s), and/or Officer(s) shall not be withheld in bad faith.

**ARTICLE XIII
COIN TOSS AND ARBITRATION**

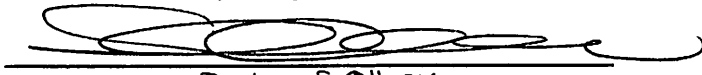
Section 13.0 Coin Toss and Arbitration. If the Directors are equally divided and cannot agree on an issue or the General Membership is so divided that no Board can be elected, or internal dissension prevents the normal business of the Board or General Membership, then the disagreement shall be resolved by the toss of a two different sided coin. Each side of the deadlock shall be represented by a side of the coin. The corporate counsel or a mutually agreed upon disinterested outside party shall toss the coin into the air and allow the coin to fall to a flat surface. Whichever side of the deadlock was represented by the upside of the coin shall be enacted by the corporate Officers or Members as the case may be. In the event that the deadlock cannot be separated into two sides of an issue, then the matter shall be resolved by compulsory and binding arbitration.

**ARTICLE XIV
AMENDMENT TO BYLAWS**


Section 14.0 Amendments to Bylaws. The Bylaws of this Corporation, may be altered, amended, or new Bylaws adopted at any regular meeting or at any special meeting of the Members thereof, by the affirmative vote of two-thirds (2/3) of the total Membership

IN WITNESS WHEREOF, the undersigned certify that the above stated Bylaws were duly and lawfully accepted by the Membership and the Board of Directors of the Corporation.

Dated this 12th day of August 2018.



Director Sandra S. Olivero
President



Director VP BOARD OF DIRECTORS
GILBERT KHALIL

Director

State of Idaho)

ss.

County of Kootenai)

This instrument was acknowledged before me this 12th day of September 2018
Before me Karen Craner personally appeared _____ proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument, and acknowledged that he/she executed the same.

Sandra Oliver
Gilbert Khalil



Karen E. Craner
Notary Public of Idaho
Residing at Coeur d'Alene
My commission expires 4-18-2019