

Bylaws of Harriman Place
Condominium Owners'
Association

The following are bylaws of the Harriman Place Condominium Owners' Association, an unincorporated association organized and established under the laws of the State of Idaho and the Supplemental Declaration To Condominium Declaration and Covenants, Restrictions and Reservations for Tyrolean Condominiums ("Supplemental Declaration") dated April 18, 1991 and recorded on April 19, 1991, as Instrument No. 329399, records of Blaine County, Idaho, as corrected by Corrected Supplemental Declaration, recorded March 31, 1992 as Instrument No. 339352 and as amended by Amendment No One recorded January 9, 1995, as Instrument No. 374716, records of Blaine County, Idaho.

The owners of Harriman Place Units do hereby organize and establish an unincorporated association under the laws of the State of Idaho on the following terms and conditions:

1. NAME AND LOCATION

The name of the association is HARRIMAN PLACE CONDOMINIUM OWNERS' ASSOCIATION (hereinafter referred to as the "Harriman Owners' Association"). The principal office of the Harriman Owners' Association shall be located in the County of Blaine, State of Idaho. Meetings of members shall be held at such places as are determined from time to time by the board of directors of the Harriman Owners' Association.

2. DEFINITIONS

2.1 Declaration. The "Declaration" shall mean, collectively, the Condominium Declaration and Covenants, Conditions, Restrictions and Reservations For Christophe Condominiums and any amendments or supplements recorded or to be recorded pursuant thereto, and applicable to the condominium development commonly known and referred to as THE HARRIMAN PLACE CONDOMINIUMS located in the County of Blaine, State of Idaho, legally described in paragraph 2 of the Supplemental Declaration recorded March 31, 1992, as Instrument No. 339352, records of Blaine County, Idaho

2.2 Other Definitions. Each and every definition set forth in Article 1 of the Declaration shall have the same meaning herein as therein, and each and every such definition is incorporated by reference herein and made a part hereof as if once again fully written and set forth at length hereat.

3. MEMBERSHIP; VOTING RIGHTS

Each owner of a Harriman Place Unit shall automatically be a member of the Harriman Owners' Association and shall be entitled to one membership for each Harriman Place Unit owned; provided, however, if a Harriman Place Unit is sold on contract, the contract purchaser shall exercise the rights of a Harriman Place Unit owner for the purposes of the Harriman Owners' Association. Membership in the Harriman Owners' Association shall be appurtenant to the Harriman Place Unit and shall not be transferred in any way except upon the transfer of title to the unit and then only to the transferee of the unit. Any transfer of title to a Harriman Place Unit shall operate to automatically transfer the membership in the Harriman Owners' Association to the new owner. The total number of votes in the Harriman Owners' Association shall be seven (7) and each member shall be entitled to one (1) vote.

4. MEETINGS OF MEMBERS

4.1 Annual Meetings. The organizational meeting and the first annual meeting of the members shall be held within six (6) months after the sale of the fourth Harriman Place Unit by the Declarant. Thereafter, annual meetings of members of the Harriman Owners' Association shall be held in each succeeding year within one month before the annual meeting of the Christophe Condominium Association on a day to be determined by the board, which day shall not be a legal holiday.

4.2 Special Meetings. Special meetings of the members may be called at any time by the president or by a majority of a quorum of the board, or upon written request of the members representing at least two-sevenths of the total voting power.

4.3 Notice of Meetings. Notice of all members meetings, annual or special, shall be given by mail or telegram or facsimile and shall be given not less than ten (10) days nor more than thirty (30) days prior to the time of said meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Notices shall be given by, or at the direction of, the secretary or person authorized to call the meeting, and shall be transmitted to each member entitled to vote thereat addressed to such member's address last appearing on the books of the Association for the purpose of notice. Mailed notices shall be deemed received forty-eight (48) hours after same are mailed by certified mail, return receipt requested; notice by telegram or facsimile shall be deemed received twenty-four (24) hours after same are sent. Notices to members may also be personally delivered, and shall be deemed received upon delivery to any occupant of the member's residence.

4.4 Quorum. The presence at any meeting in person or by proxy of members entitled to cast at least three-sevenths (3/7ths) of the total votes of all members of the Harriman Owners' Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which adjourned meeting the quorum requirement shall be at least twenty-five percent

(25%) of said total votes. Any meeting of members whereat a quorum is present may be adjourned for any reason to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time of such meeting by members representing a majority of the votes present thereat, either in person or by proxy.

4.5 Proxies At all meetings of members each member may be present in person or by proxy. All proxies shall be in writing and filed with the President, or other person designated by the board. Every proxy shall be revocable and shall automatically cease when the ownership interest or interests of such member entitling him to membership in the Harriman Owners' Association ceases.

4.6 Order of Business. The order of business of all meetings of the members shall be as follows:

- 4.6.1 roll call;
- 4.6.2 proof of notice of meeting or waiver of notice;
- 4.6.3 reading of minutes of preceding meeting;
- 4.6.4 reports of board and officers;
- 4.6.5 election of directors, if any are to be elected;
- 4.6.6 unfinished business; and
- 4.6.7 new business.

4.7 Parliamentary Procedure. All questions of parliamentary procedure shall be decided in accordance with Roberts Rules of Order.

4.8 Majority of Owners. Except as otherwise provided herein or in the Declaration, the majority of the total voting power present, in person, by absentee ballot, or by proxy, shall prevail at all meetings.

4.9 Action Without Meeting. Any action which may be taken at a meeting of the members may be taken without a meeting if authorized by a writing signed by all of the members who would be entitled to vote at a meeting for such purpose and filed with the secretary.

5. SELECTION AND TERM OF OFFICE OF BOARD

5.1 Number. The board shall consist of not fewer than one (1) and not more than three (3) directors who shall be elected by the members. The members may at any annual meeting change the member of directors within those limits.

5.2 Term of Office. At the first annual meeting the members shall elect each of the directors for a term of three (3) years. At the expiration of the initial term of office of each director, his or her successor shall be elected to serve for a term of one (1) year.

5.3 Election; Removal; Vacancies. Election and removal of directors shall be as provided in the Idaho Non-profit Corporation Act. In the event of the death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his or her predecessor.

5.4 Compensation. No director shall receive any compensation for any service he or she may render to the Harriman Owners' Association; provided, however, any director may be reimbursed for actual out-of-pocket expenses incurred by him or her in the performance of his or her duties.

6. NOMINATION AND ELECTION OF DIRECTORS

6.1 Nomination. Nomination for election to the board shall be made by members prior to or at the annual meeting.

6.2 Election. Election to the board shall be by secret ballot. At such election, the members, or their proxies, may cast, in respect to each vacancy, as many votes as they are entitled to cast. The candidates receiving the highest number of votes shall be deemed elected.

7. MEETINGS OF DIRECTORS

7.1 Regular Meetings. Regular meetings of the board shall be held annually without notice at such place and hour as may be fixed from time to time by resolution of the board. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of the time and place of any such meeting shall be posted at a prominent place or places within the common area and mailed to members.

7.2 Special Meetings. Special meetings of the board shall be held when called by the president of the Harriman Owners' Association, or by any one (1) director, after not less than three (3) days prior notice to each director, which notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be posted in the manner prescribed for notice of regular meetings not less than seventy-two (72) hours prior to the scheduled time of the meeting.

7.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business at a meeting of the board. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

7.4 Conduct of Meetings. Regular and special meetings of the board shall be open to all members; provided, however, that members who are not on the board may not participate in any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the board. The board may, with the approval of a majority of a quorum of the members of the board, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved and orders of business of a similar or otherwise sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

7.5 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the board.

8. POWER AND DUTIES OF THE BOARD

8.1 Powers. The board shall have all powers conferred upon the Harriman Owners' Association as set forth herein and in the Declaration, excepting only those powers expressly reserved to the members.

8.2 Duties. It shall be the duty of the board:

8.2.1 to cause to be kept a complete record of all of its acts and doings and to present a statement thereof to the members at each annual meeting of the members;

8.2.2 to supervise all officers, agents and employees, and to see that their duties are properly performed;

8.2.3 to designate the member of the Association board of directors reserved for the Harriman Place Units; and

8.2.4 to delegate its powers as may be in the best interest of the Harriman Owners' Association.

9. OFFICERS AND THEIR DUTIES

9.1 Enumeration of Offices. The officers of the Harriman Owners' Association shall be a president, who shall at all times be a member of the board, and such other officers as the board may from time to time by resolution create.

9.2 Election of Officers. The election of officers shall take place at the organizational meeting of the board and thereafter at each meeting of the board following each annual meeting of the members.

9.3 Term. The officers of this Association shall be elected by the board and each shall hold office for three years unless he shall sooner resign, or shall be removed, or shall otherwise be or become disqualified to serve.

9.4 Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

9.5 Resignation and Removal. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.6 Vacancies. A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

9.7 Multiple Offices. The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 9.4 hereof.

9.8 Duties The duties of the officers shall be as follows:

9.8.1 President. The president shall preside at all meetings of the board, shall see that orders and resolutions of the board are carried out, shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.

9.8.2 Vice President. The vice president if one is appointed, shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board.

9.8.3 Secretary. The secretary if one is appointed, shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members, shall serve notices of meetings of the board and of the members, shall keep appropriate current records showing the members together with their addresses, and shall perform such other duties as required by the board.

9.8.4 Treasurer. The treasurer if one is appointed, shall receive and deposit in appropriate bank accounts all monies of the Harriman Owners' Association and shall disburse such funds as directed by resolution of the board, shall keep proper books of account, shall cause an annual operating statement reflecting income and expenditures of the Association for its fiscal year to be prepared and shall cause copies of said statement

to be distributed to each member within sixty (60) days after the end of such fiscal year, and shall cause an annual budget to be prepared and presented to each member.

9.9 Compensation. No officer shall receive any compensation for any service he may render; provided, however, any officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

9.10 No Personal Liability. So long as a board member, or committee member, or officer, or Declarant or the managing agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any owner, or to any other person, including the Harriman Owners' Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided, however, that this Section shall not apply where the consequences of such act, omission, error or negligence is covered by insurance obtained by the board.

9.11 Indemnification. Each board member and committee member and officer, and Declarant and the managing agent shall be indemnified by the Harriman Owners' Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he or she may be a party, or in which he 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 to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of his or her duties; provided, however, that in the event of a settlement, the indemnifications shall apply only when the board approves such settlement and reimbursement as being for the best interests of the Harriman Owner's Association.

10. COMMITTEES

Subject to any contrary provisions of these bylaws, if any, the board may appoint a nominating committee as provided in these bylaws. In addition, the board may appoint such other committees as it deems appropriate in order to carry out its purpose.

11. ASSESSMENTS

11.1 Liability for Assessments; Collection. Each member is obliged to pay to the Harriman Owners' Association annual and special assessments as are established from time to time by the board.

11.2 Assessments are a Lien; Priority. All unpaid sums assessed for the share of the common expenses chargeable to any unit and any sums (specially assessed) to any unit under the authority of these the Bylaws (together with interest, late charges, costs and attorney's fees in the event of delinquency) shall constitute a continuing lien on such unit and all its appurtenances from the date the assessment became due until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the unit in favor

of any assessing agency and/or special district, and to all sums unpaid on all mortgages of record, but shall have priority over all other liens against the unit. For the purpose of this Section, the terms "mortgages" and "mortgagee" shall not mean real estate contracts or a vendor or a designee or assignee of a vendor under a real estate contract.

11.3 Lien May be Foreclosed. The lien for delinquent assessments may be foreclosed by suit by the managing agent or the board, acting on behalf of the Harriman Owners' Association, in like manner as the foreclosure of a mortgage of real property. The managing agent or the board shall have the power to bid in the amount owing at the foreclosure sale, and to acquire the unit in question and hold, lease, mortgage and convey the same.

11.4 Assessments are Personal Obligations. In addition to constituting a lien on the unit and all its appurtenances, all sums assessed by the Harriman Owners' Association chargeable to any unit (together with interest, late charges, costs and attorney's fees in the event of delinquency) shall be the joint and several personal obligations of the owner and any contract purchaser of the unit when the assessment is made. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.

11.5 Late Charges and Interest on Delinquent Assessments. The board may from time to time establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent. In the absence of another established non-usurious rate, delinquent assessments shall bear interest at the rate of eight percent (18%) per annum. If a monthly assessment against a unit is not paid when due, the board may elect to declare all monthly assessments against that unit for the remainder of the fiscal year to be immediately due and payable.

11.6 Recovery of Attorney's Fees and Costs. In any action to collect delinquent assessments, the prevailing party shall be entitled to recover as a part of its judgment a reasonable sum for attorney's fees and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law.

11.7 Remedies Cumulative. The remedies provided herein are cumulative, and the board may pursue them and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

12. AMENDMENTS

These bylaws may be amended only with the vote or written consent of members entitled to cast at least fifty-one percent (51%) of the voting power of the Harriman Owners' Association.

13. GENERAL PROVISIONS

13.1 Conflicting Provisions. In the case of any conflict between any provisions of the Declaration and these bylaws, the conflicting provisions of the Declaration shall control.

13.2 Fiscal Year. The fiscal year of the Harriman Owners' Association shall be a calendar year unless and until a different fiscal year is adopted by the members at a duly constituted meeting thereof.

13.3 Proof of Membership. No person shall exercise the rights of membership until satisfactory proof thereof has been furnished to the secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the owner of an interest in a condominium entitling him to membership. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.


13.4 Absentee Ballots. The board may make such provisions as it may consider necessary or desirable for absentee ballots.

13.5 Consent to Waiver of Notice. The transactions at any meeting of the board, however noticed, shall be as valid as though had at a meeting duly held after regular notice if a quorum be present and either before or after the meeting each director not present thereat signs a written waiver of notice or a consent to the holding of such meeting or an approval of the true and correct minutes thereof. All such waivers, consents or approvals shall be filed with the records of the board and made a part of its minutes.

13.6 Reserves. Any amounts collected by or paid to the Association in excess of operational needs shall be set aside as reserves for future financial needs in the manner set forth in the Declaration and shall be deposited into insured interest-bearing accounts.

DATED this 5th day of April, 1995.

The Radigan Company,
a Washington corporation

By 
Michael Flynn, President

STATE OF Idaho)
County of Blaine) ss.

On this 5th day of April, 1995, personally appeared Michael Flynn, known to me or identified to me to be the President of The Radigan Company, a

Washington corporation, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

E. Lawson

Notary Public for Idaho
Residing at Blaine County
Commission expires 5/27/00

