

BYLAWS
OF
SKYBREAK ESTATES ASSOCIATION, INC.

These Bylaws (these “**Bylaws**”) of Skybreak Estates Association, Inc., an Idaho nonprofit corporation (the “**Estates Association**”), are applicable to the Estates Community as identified in the Declaration of Covenants, Conditions, Restrictions, and Easements for the Skybreak Estates Community, as the same is now or hereinafter recorded in the official records of Ada County, Idaho, and as the same may be amended and supplemented from time to time according to its terms (the “**Estates Declaration**”). The Estates 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 Estates Declaration.

ARTICLE 1 - MEMBERS

Section 1.1 Membership and Voting. Every Owner of a Lot is a member of the Estates Association (each a “**Member**”) and has one membership for each Lot in the Estates Community owned by such Owner. If the Owner of a Lot shall be more than one (1) individual, corporation, partnership, trust, limited liability company, or any other legal form of entity (each a “**Person**”), all such Persons shall have a membership in the Estates Association and be deemed Members, but the voting rights in the Estates Association attributable to that Lot 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 Lot. To this end, only one (1) vote is allocated to each Lot, regardless of the number of Persons that hold an ownership interest in such Lot, subject to the balance of this Section 1.1. The Estates Association shall have two (2) classes of membership as follows:

(a) Owner Members. “**Owner Members**” will be the Owners of the Lots, excluding the Developer until the Developer Member Termination Date (defined below). Prior to the Developer Member Termination Date, Owner Members are not entitled to vote. At all meetings of the Estates Association after the Developer Member Termination Date, each Member will be entitled to one (1) vote for each Lot owned by such Member.

(b) Developer Member. The “**Developer Member**” is Developer, who will be the sole voting Member of the Estates Association entitled to vote the collective voting power of the Estates Association from the Effective Date through and including the Developer Member Termination Date (the “**Initial Development Period**”). The Developer Member will cease to exist as the Developer Member on the date Developer informs the Board in writing that Developer no longer wishes to exercise its rights as the Developer Member (the “**Developer Member Termination Date**”), but will otherwise continue to exist as a beneficiary of this Estates Declaration and as an Owner Member if Developer owns any Lots.

Section 1.2 Annual Meetings of Members. The Estates Association will hold a regular annual meeting of Members each year between January 15 and March 1. At such meeting, the Members may transact such business as may properly come before them if a quorum is present.

Section 1.3 Special Meetings. The president of the Estates Association will call a special meeting of the Estates Association as directed at any time by resolution of the Board or upon request of Developer, or, after the Initial Development Period, upon the Estates Association’s receipt, in any twenty-

one (21) day period, of signed, written requests from twenty-five percent (25%) or more of the total voting power of the Estates Association. The notice of all special meetings 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 twenty-five percent (25%) of the total voting power in the Estates 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.

Section 1.5 Place of Meetings. Meetings of the Members will be held in the location designated by the Board, which location will be a suitable place in the Estates Community 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 Members 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 Estates Association's secretary of the previous annual meeting, or, in both persons' absence, by the Members having twenty-five percent (25%) or more of the total voting power in the Estates Association.

Section 1.7 Quorum. Except as otherwise provided in the Estates Community Documents, the presence in person or by proxy of the Developer Member constitutes a quorum during the Initial Development Period. After the Initial Development Period, the presence in person or by proxy of the Members representing at least fifteen percent (15%) of the total votes of the Estates 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 ten (10) 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 five percent (5%) of the total votes of the Estates Association constitutes a quorum. Except as otherwise provided herein or in the Estates Declaration, decisions and resolutions of the Estates Association require an affirmative vote of the Members representing more than fifty percent (50%) of the total voting power present at an annual or special meeting of the Members 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 must be received by the Estates 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 Remote Meetings, Attendance. Any Member meeting may be conducted through the use of any telephonic, videoconference, or other electronic means by which all Members participating in the meeting may simultaneously hear each other during the meeting ("**Remote Means**"), and any meeting so held will have the same effect as though held in person. Any Member may participate in a regular or special meeting by Remote Means, and a Member so participating in a meeting by Remote Means is deemed to be present in person at such meeting.

ARTICLE 2 - BOARD

Section 2.1 Number and Qualification. The business and affairs of the Estates Association will be managed by the Board. The Board will consist of three (3) directors. Directors need not be Owners. During the Initial Development Period, Developer has the exclusive right to fill vacancies and to appoint, remove, and replace directors at any time and from time-to-time in Developer's sole discretion. After the Initial Development Period: (a) the Owners have the right to elect, remove, and replace directors as provided in these Bylaws; and (b) any vacancy shall be filled by a plurality of the votes cast by 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 Estates 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 Estates Community Documents. The Board will conduct, direct, and exercise full control over all activities of the Estates Association. Unless otherwise provided in the Estates Community Documents, any action taken by the Board on behalf of the Estates Association, will be sufficient to bind the Estates 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 Estates Declaration.

Section 2.3 Regular Meetings. Regular 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. The Board shall have not less than two (2) regular meetings per calendar year, at least one of which shall be held in October to establish the next year's budget.

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 Notice. Notice of any special meetings of the Board will be given to all directors at least five (5) days previous thereto and will set forth the place, date and hour of the meeting, and the nature of the business to be undertaken.

Section 2.6 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 Estates Association or made a part of the minutes of the meeting.

Section 2.7 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 2.8 Voting. Each director will have one (1) vote as a director.

Section 2.9 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. Any director's approval of any action by email will be deemed a signed consent for the purpose of this Section. For the avoidance of doubt, any regular or special meeting of the Board may be held without a meeting pursuant to the terms of this Section.

Section 2.10 Remote Meetings, Attendance. Any Board meeting may be conducted by Remote Means, and any meeting so held will have the same effect as though held in person. Any Board member may participate in a regular or special meeting by Remote Means, and a Board member so participating in a meeting by Remote Means is deemed to be present in person at such meeting.

Section 2.11 Vacancies. Vacancies on the Board during the Initial Development Period shall be filled by the Developer. After the Initial Development Period, any vacancy on the Board shall be filled by a plurality of the votes cast by remaining directors at any meeting of the Board, through a special election at any meeting of the Board. Until such time as a vacancy is filled as provided herein, the Board may 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 Estates Association handling or responsible for the Estates Association funds will furnish adequate fidelity bonds. The premium on such bonds will be paid by the Estates 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. The Board will cause to be maintained a full set of books and records showing the financial condition of the affairs of the Estates Association in a manner consistent with generally accepted accounting principles. Subject to the terms of Article 6, Financial statements for the Estates Association will be prepared regularly and, upon request, copies will be made available to each Member of the Estates Association as follows:

(a) A pro forma operating statement or budget representing the Estates Association for each "fiscal year" (which will begin on the 1st day of January and end on the 31st day of December of every year except that the first fiscal year will begin on the date of incorporation) will be made available to the Members not less than sixty (60) days after the beginning of each fiscal year. The operating statement will include a schedule of Assessments received and receivable. The budget for each fiscal year will be completed on or before December 1 of the prior year.

(b) Within ninety (90) days after the close of each fiscal year, the Estates Association will cause to be prepared and made available to each Member, a balance sheet as of the last day of the Estates Association's fiscal year and annual operating statements reflecting the income and expenditures of the Estates Association for its last fiscal year, along with a bank statement, identified by name and last the last four (4) digits of the account number, showing the balance of the Estates Association's bank account as of December 31 of the prior fiscal year.

Section 2.15 Removal. During the Initial Development Period only the Developer 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 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 (i.e. after the Initial Development Period) 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 2.16 Term. Directors appointed by the Developer during the Initial Development Period (except for the Final Developer Directors, as defined below) shall serve until the earlier of the following: (a) death; (b) resignation; or (c) removal. At or prior to the expiration of the Initial Development Period, the Developer will appoint three (3) directors, one of which will have a three (3) year term, another of which will have a two (2) year term, and the last of which will have a one (1) year term (the “**Final Developer Directors**”), in each instance as determined by the Developer. At the first regular annual meeting of the Members that is at least one (1) year after the Developer’s appointment of the Final Developer Directors, and each regular annual meeting thereafter, the Members shall elect a director to the open director position for a term of three (3) years. Directors so elected by the Members shall serve until the earlier of: (i) the expiration of the director’s three (3) year term; (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.

In any election of the directors of the Board, Members shall be entitled to one vote for each Board position being filled, Members shall not cast more than one vote for any particular candidate, and cumulative voting shall not be permitted. The candidate(s) receiving the highest number of votes shall be deemed elected.

ARTICLE 3 - OFFICERS

Section 3.1 Designation. The principal officers of the Estates 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 the president and secretary, which shall not be held by the same person.

Section 3.2 Election of Officers. The officers of the Estates 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. Notwithstanding anything to the contrary contained in these Bylaws, concurrently with Developer’s appointment of the Final Development Directors, Developer will appoint the president, vice president, secretary, and treasurer of the Estates Association, and in conjunction therewith will state the term of each office.

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 regular 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 Estates 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 he or she replaces.

Section 3.4 Compensation. Agents and employees of the Estates Association (but not officers and directors) may receive such reasonable compensation for their services as may be authorized by the Board. Appointment of any agent or employee will not of itself create contractual rights of compensation for services performed by such an officer, agent, or employee. Officers and directors of the Estates Association shall not be entitled to compensation for their services.

Section 3.5 President. The president will be the chief executive officer of the Estates Association. The president will preside at all meetings of the Estates 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 Estates 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 3.6 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 3.7 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 Estates Association at the principal office of the Estates 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 Estates 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 Estates 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 3.8 Treasurer. The treasurer will have responsibility for the Estates 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 Estates Association including accounts of all assets, liabilities, receipts, and disbursements, all in books belonging to the Estates 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 Estates Association in such depositories as may from time to time be designated by the Board. The treasurer will disburse the funds of the Estates Association as may be ordered by the Board in accordance with the Estates Declaration, will render to the president and directors upon request, an account of all transactions as treasurer and of the financial condition of the Estates Association, and will have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws. The treasurer shall have signature authority on all bank accounts. If at any time a treasurer is not appointed, the secretary shall perform the responsibilities and have the authority of the treasurer.

ARTICLE 4 - ASSESSMENTS PROCEDURES

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 Estates Declaration or as otherwise set forth in the Estates Community 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 Estates Association, or is or was serving at the request of the Estates 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 Estates Association; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; 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(c).

Section 5.2 Indemnification. The Estates 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 Estates Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of the Estates 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 Estates 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 Estates 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 Estates Association in the performance of such person's duty to the Estates 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 Estates 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 Estates 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:

- (a) A majority vote of directors who are not parties to such proceeding;
- (b) Approval or ratification by the affirmative vote of a majority of the total voting power of the Estates Association as cast by the Members at a duly held meeting of the Members at which a quorum is present;
- (c) The court in which such proceeding is or was pending, upon application made by the Estates 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 Estates Association; or
- (d) 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 Estates 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(c), in any circumstance where it appears:

(a) 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

(b) 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 Estates Association may purchase and maintain insurance on behalf of any agent of the Estates 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 Estates Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 6 - ASSOCIATION RECORDS

The Estates 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. Upon at least fourteen (14) days' prior written notice to the Estates Association, such records will be available at the Estates Association's regular offices for inspection and copying by any Owner free of charge to such Owner one (1) time during any twelve (12) month period, and any further inspections during the same twelve (12) month period will require further notice and the Owner's payment of a fee equal to the then-applicable monthly Regular Assessment (or equivalent thereof, if Regular Assessments are not collected monthly). The Estates 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 Estates 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 regular meeting, or any special meeting of the Members called for that purpose, by the affirmative vote of the Members representing more than fifty percent (50%) of the total voting power present at such annual or special meeting of the Members at which a quorum is present, subject to the Developer Member's exclusive voting right during the Initial Development Period. No amendment that is inconsistent with the provisions of the Estates Declaration will be valid.

ARTICLE 9 - NOTICE; TIME

Unless otherwise provided herein, all notices, approvals, consents, requests, elections and other communications required or permitted to be given under these Bylaws (each a "notice") shall be in writing and shall be given by: (a) hand delivery, in which event such notice shall be deemed duly given and received upon the earlier of delivery or refusal to accept delivery thereof; (b) U.S. Certified Mail, return receipt requested, with postage prepaid, in which event such notice shall be deemed duly given on the date of mailing and shall be deemed received upon the earlier of the date of actual receipt, the date of delivery as shown on the return receipt, or the third day after deposit in the mail; (c) a nationally-recognized overnight delivery service (e.g., FedEx), in which event such notice shall be deemed duly given on the date deposited with such service and deemed received upon the earlier of the actual date of receipt or the day after deposit with the nationally-recognized overnight delivery service; or (d) email transmission, in which event such notice shall be deemed duly given on the date sent and deemed received on the date sent if sent before 5:00 PM in the local time zone where the Estates Community is physically located, or on the next day, if sent after 5:00 PM in the local time zone where the Estates Community is physically. Notwithstanding the foregoing, actual notice, however given and from whomever received shall always be effective, and any notice given by an attorney of the Developer, Member, or the Estates Association, shall, for all purposes, be deemed to have been given by such Developer, Member, or the Estates Association. All such notices shall be addressed to the applicable Developer, Member, or the Estates Association at the address on file for such Person at the Estates Association, or if no address has been given for a Member, at the address of the Lot owned by the Member within the Estates Community. Each Member authorizes notices relating to these Bylaws be sent and received via email, and each Member agrees to provide its mailing and email addresses to the Estates Association upon request from time to time. If Member's mailing and/or email addresses changes, it is the responsibility of the Member to notify the Estates Association of such changes. The Estates Association will provide the notice addresses of all Members promptly upon receipt of written request from an Member.

All time periods in these Bylaws shall be deemed to refer to calendar days. If the last date on which to perform any act, give any notice, or be deemed to have received any notice under these Bylaws shall fall on a Saturday, Sunday, or holiday observed by the state courts sitting in the county in which the Estates Community is physically located, such act or notice shall be deemed timely if performed or given, or notice shall be deemed received, on the next succeeding day that is not a Saturday, Sunday, or holiday observed by the state courts sitting in county in which the Estates Community is physically located. Time is of the essence.

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**CONSENT OF DIRECTORS OF THE
SKYBREAK ESTATES ASSOCIATION, INC.
IN LIEU OF A MEETING**

The undersigned, constituting all of the directors of the Skybreak Estates Association, Inc., an Idaho nonprofit corporation (the "Estates 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:

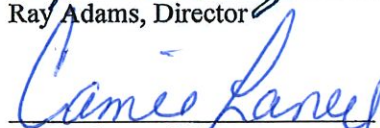
RESOLVED, that the above and foregoing Bylaws are hereby duly adopted as the Bylaws of the Estates Association and that the same do now constitute the Bylaws of the Estates Association.

RESOLVED, that Stephanie Meyer is hereby elected president of the Estates Association, Ray Adams is hereby elected vice president of the Estates Association, and Camie Laney is hereby elected secretary and treasurer of the Estates Association.

This Consent of Directors of the Skybreak Estates Association, Inc. in Lieu of a Meeting is effective as of the 7 day of February, 2023.


Stephanie Meyer, Director


Ray Adams, Director


Camie Laney, Director

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting secretary of the Skybreak Estates Association, Inc., an Idaho nonprofit corporation; and

2. The foregoing Bylaws comprising 11 pages, including this page, constitute the Bylaws of the Skybreak Estates Association, Inc., and were duly adopted by the Board pursuant to that **"Consent of Directors of the Skybreak Estates Association, Inc. in Lieu of a Meeting,"** dated effective the 7 day of February, 2023.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Estates Association effective the 7 day of February, 2023.



Camie Laney, Secretary