

**BYLAWS
OF
QUIGLEY FARM HOMEOWNERS ASSOCIATION, INC.**

I.

PRINCIPAL BUSINESS OFFICE

The principal business office of the Association in the State of Idaho shall be located in Blaine County, ID. The Association may have such other offices as the Board of Directors may from time to time designate.

II.

DEFINITIONS

2.1 "Association" shall mean and refer to the Quigley Farm Homeowners Association, Inc., its successors and assigns.

2.2 "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions for Quigley Farm Planned Unit Development, Phase 1, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

2.3 "Common Area" shall mean all real property, improvements, and facilities owned by the Association for the common use and enjoyment of the Owners.

2.4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties which is designated as a lot, with the exception of the Common Area.

2.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.6 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Quigley Farm Planned Unit Development, Phase 1, as recorded in the office of the Blaine County Recorder.

2.7 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration. The mere acquisition or rental of any of the Lots of the

Property, or the mere act of occupancy of any of the Lots, will signify that these Bylaws are accepted, ratified, and will be complied with.

III.

MEMBERS

1. Eligibility for Membership: The number of Members of this association, and the qualifications for their membership, shall be as set forth in the Declaration. Every person or entity who is an Owner of a Lot which, by the terms of the Declaration is subject to Assessments by the Association, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by the Association. Each member shall be entitled to one vote for each Lot owned. All present and future Owners and their tenants, future tenants, employees, and any other person that might use the facilities owned and/or managed by the Association in any manner, are subject to the regulations set forth in these Bylaws, and in the Declaration. The mere acquisition or rental of any of the Building Lots of the Property or the mere act of occupancy of any of the Building Lots will signify that these Bylaws are accepted, ratified, and will be complied with.

2. Annual Meetings: An annual membership meeting shall be held, in accordance with the Declaration, no earlier than September 1 and no later than November 30 of each calendar year. Written notice of the time and place of the annual membership meeting shall be given to each Member, by regular United States Mail, at the last address of such Member as shown on the books and records of the association, not less than thirty (30) days prior to the date of such meeting. Members shall have the right to elect to receive their notices through electronic communication, rather than regular postal delivery. At each annual meeting, the Members shall elect the Board of Directors, and transact any other such business of the Association that may properly come before them at such meeting.

3. Special Meetings: Unless otherwise stated in the Declaration, special meetings of the membership may be held at any time upon request of any member of the Board of Directors, or upon a petition signed by Members who are entitled to vote one-tenth (1/10) of all the votes of the Association. Any such request shall state the purpose for which the special membership meeting is being held. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of the Members holding at least four-fifths (4/5) of the voting power in the Corporation, either in person or by proxy. The Board of Directors shall establish the time and location of the special meeting. Written notice of the time and place of a special membership meeting shall be given to each Member as set forth in Section 2, above, and shall include a statement of the purpose of the meeting.

4. Other Provisions Relating to Meetings: Membership meetings may also be called and held in any manner prescribed or permitted by Title 30, Chapter 30 of the Idaho Code, as the same may be amended from time to time. In accordance with the Declaration, only Members of the Association shall be entitled to attend all meetings of the Association, and all others may be excluded.

5. Voting: Voting rights, and qualifications for voters, at any annual or special membership meeting, shall be as set forth in the Articles of Incorporation and Article VI of the Declaration. Except for the Class B Membership as provided for in Declaration, each Member shall be entitled to one (1) vote for each Lot owned by such Member. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall be revocable at the pleasure of the Member who executed the proxy and shall automatically cease after completion of the meeting of which the proxy was filed, if filed for a particular meeting. In no event shall a proxy be valid after eleven (11) months from the date of its execution. All co-owners of a single Lot may collectively cast only the vote allowed to their Lot, in the manner determined by a majority in interest of such co-owners.

6. Quorum. The presence at a meeting, in person or by proxy of the Class B Member where there is such a Member, and present in person or by proxy the Class A Members entitled to cast thirty percent (30%) of the votes of the Class A membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote at such meeting shall have power to 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. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of the Class B member, where there is such a Member, and ten percent (10%) of the Class A Membership shall constitute a quorum.

7. Action Taken Without a Meeting. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken or to be taken, shall be signed by persons representing 60% of the total possible votes with respect to the subject matter thereof.

8. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

IV.

BOARD OF DIRECTORS

1. Number and Qualifications: The property, business and affairs of the Association shall be governed and managed by a Board of Directors composed of three (3) individuals. During the period the Class B Member's control of the Association, Directors need not be Members of the Corporation, and shall be appointed by Grantor. After the Class B Membership has expired, all Directors shall be Members of the Corporation, and chosen as outlined herein. Directors shall not

receive any salary or compensation for their services as Directors, provided, however, that nothing contained herein shall be construed to preclude any Director from serving the Corporation in some other capacity and receiving compensation therefor.

2. Election; Term of Office: Directors shall be elected at each annual membership meeting and in the manner as set forth in the Articles of Incorporation. Directors shall serve a term of office of one (1) year from the date of their election, and upon expiration of their term of office shall continue to serve as Directors until their respective successors have been duly elected and qualified. In the event that an annual meeting is not held for the purpose of electing Directors, or the Directors are not elected at such annual meeting, the Directors may be elected at any special meeting held for that purpose.

3. Meetings: Regular meetings of the Board of Directors shall be held as determined from time to time by resolution of the whole Board of Directors. Special meetings of the Board of Directors may be called by any members thereof, upon not less than five (5) days advance notice to each of the other members. Such notice shall be sufficiently given when mailed, postage fully paid, to the last known address of such director, sent via electronic mail to the director's last known email address, or via phone, should the director agree to such forms of delivery. The necessity for formal notice of any special meeting may be dispensed with by unanimous consent of the whole Board of Directors, at any time affixed to the minutes of such special meeting. A simple majority of the Directors shall constitute a quorum for the transaction of regular business at any meeting of the Board of Directors.

4. Vacancies: Vacancies on the Board of Directors resulting from death, resignation, or removal from office of a Director, shall be filled by a majority vote of the remaining Directors. Any person so appointed to fill a vacancy shall serve until the next annual membership meeting, and until his or her successor has been duly elected and qualified.

5. Compensation: No director shall receive compensation for any service he or she may render to the Association that relates to his or her service as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

6. Action Taken Without a Meeting. Pursuant to the Idaho Non-Profit Corporation Act, the Directors shall have the right to take any action in the absence of a meeting which they could take in a meeting by obtaining the written, electronic (email), or telephone approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

7. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association present either in person or through proxy at any regular or special meeting of the membership. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the Meeting where the vote for his or her removal shall occur.

8. Powers. The Board of Directors shall have power to:

8.1 Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

8.2 Suspend the common area access rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association.

8.3 Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

8.4 Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

8.5 Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

8.6 Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

9. Duties. It shall be the duty of the Board of Directors to:

9.1 Cause to be kept a complete administrative record of all its acts and corporate affairs, with the exception of confidential and sensitive information, and to present a statement thereof to the members at the annual meeting of the members, or at any duly called special meeting called for such purpose.

9.2 Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

9.3 Fix the amount of the annual assessment against each lot, in accordance with the Declaration, at least thirty (30) days in advance of each annual assessment period;

9.4 Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

9.5 Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of the issuance of these certificates.

If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

9.6 Procure and maintain adequate liability, hazard, and other insurance on property owned by the Association in accordance with the Declaration;

9.7 Cause all officers or employees having fiscal responsibilities to be bonded, as it is appropriate;

9.8. Cause the Common Area to be properly maintained, according to the Terms of the Declaration, in the Directors' discretion;

9.9 Perform all other duties imposed upon the Board of Directors by the Association, the Declaration, the Articles of Incorporation, or the law.

10. Management Agent. The Board of Directors may contract or employ for the Association a management agent (the "Manager"), at a level of compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including but not limited to, the duties listed in Section 9 hereof.

11. Books and Financial Statements. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally accepted accounting principles. An annual operating statement reflecting income and expenditures of the Association shall be distributed to each member within ninety (90) days after the end of each fiscal year, and to first mortgagees who have, in writing, requested a copy thereof.

V.

ASSOCIATION OFFICERS

1. Election: Terms of Office: The Officers of the Association shall be elected by the Board of Directors at the first meeting of each new Board of Directors. Each Officer shall hold office for one (1) year unless he or she shall sooner resign or be removed or otherwise disqualified. The Officers of the corporation shall consist of a President, a Vice-President, a Secretary, and a Treasurer. Any officer may be removed, either with or without cause, and a successor elected at any meeting of the Board of Directors.

2. Duties and Responsibilities: The powers, duties, and responsibilities of the officers of the association shall be as hereafter set forth, unless modified from time to time by resolution of the Board of Directors.

2.1 President: The President shall be the principal executive officer of the Association, must be a member of the Board of Directors, and shall in general supervise and control all of the business and affairs of the corporation. He/she

shall preside at all meetings. He/she may sign, with the secretary, the treasurer, or any other three proper officers or board members, any Deeds, Mortgages, Bonds, Contracts, or other instruments which the members have authorized to be executed, and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the members.

2.2 Vice President: A Vice President shall be a member of the Board of Directors and shall perform the duties and exercise the power of the President in case of the President's illness, disability, or temporary absence from the office of the association and shall perform such other duties as may from time to time be granted or imposed by the Board of Directors or the President.

2.3 Secretary: The Secretary shall keep the minutes of the meetings of the members 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 see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with these Bylaws or by law; 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 such other duties as may from time to time be assigned by the President or the Members.

2.4 Treasurer: The treasurer shall have charge of and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories, and in general perform all of the duties incidental to the office of treasurer and such other duties as from time to time may be assigned to him or her by the President or the Members.

VI.

INSURANCE

In accordance with Section 6.06(d) of the Declaration, the Association shall procure and make payment of premiums upon casualty and other types of insurance covering improvements to all facilities and properties owned by the Association, and public liability insurance covering occurrences in, on and about the areas and facilities owned by the Association, covering such risks and in such policy limits as the Board of Directors deems appropriate, unless otherwise expressly required by the Declaration.

VII.

ASSESSMENTS

1. Purpose of Assessments: Members shall be subject to assessment in accordance with the terms of Article IX of the Declaration. Members shall be subject to regular assessments, and may be subject to special and limited assessments as outlined in the Declaration. The Board of Directors shall have the power to adjust assessments as necessary from time to time, in accordance with Article IX, Section 9.02 of the Declaration. .

2. Payments of Assessments: Assessments shall be payable at the amount determined by the Board of Directors of the Association, in accordance with Article IX of the Declaration. All Regular and Special Assessments shall be apportioned on a uniform basis of one assessment share to each Lot. Assessments shall be paid by members at such times and in such manner as may be designated by the Board of Directors in its notification to the Members of the amount assessed. The Board shall have the authority to approve installation payments of any assessments. Unpaid assessments shall constitute a lien upon any Lot or Lots owned by the Member whose assessments are unpaid, and may be enforced by any legal proceeding or method, including, but not limited to, foreclosure against the property owned by the delinquent Member or legal action against the Member personally.

VIII

BOOKS AND RECORDS

1. Third-Party Agents: The Association shall have the right and responsibility to hire any third-party agents to perform professional services such as bookkeeping, landscaping, legal services, accounting, etc. The Board of Directors has the sole discretion to obtain and terminate the services of any such agent.

2. Access: The books, records, and papers of the Association, as defined by the Idaho Non-Profit Corporation Act, shall at all times, during reasonable business hours, be subject to inspection by any Member, in accordance with the Act. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member, where copies may be purchased at reasonable cost.

IX.

AMENDMENTS

1. Amendment. These Bylaws may be amended by an affirmative vote of a majority (51%) of the Members of the Association present at any regular or special meeting of the membership called for that purpose. Members must be given a copy of the proposed amendments 10 days prior to such meeting. Amendments to the Bylaws may also be adopted by mail-in ballot.

X.

MISCELLANEOUS

1. No Personal Liability. No member of the Board of Directors, member of any committee established pursuant to the terms of these Bylaws, or any officer or manager of the Association, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the committee, or the manager, if any, or any agent of such parties, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end of the 31st day of December of every year.

3. Severability. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws the Declaration shall control. In the event that any of these Bylaws conflict with any provisions of the laws of the United States or the State of Idaho, such conflicting provisions shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect.

4. Checks, Drafts, and Documents. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

5. Execution of Documents. The Board of Directors, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have the power or authority to bind the Association by any contract or engagement or to pledge the Corporation's credit or to render the Association liable for any purpose or in any amount.

[SIGNATURES ON NEXT PAGE]

WE, THE UNDERSIGNED, being members of the initial Board of Directors of the Quigley Farm Homeowners Association, Inc., do hereby certify that the foregoing are the true, full, and correct Bylaws of said Corporation duly and regularly adopted by the Association, at a meeting held on the _____ day of _____, 2016.

David B. Hennessy

Sworn and Subscribed Before me this ____ day of _____, 2016.

Notary Public

Residing in: _____

My Commission Expires: _____

Duncan Morton III

Sworn and Subscribed Before me this ____ day of _____, 2016.

Notary Public

Residing in: _____

My Commission Expires: _____

Henry de Forest Weekes

Sworn and Subscribed Before me this ____ day of _____, 2016.

Notary Public

Residing in: _____

My Commission Expires: _____