

THIS DESCRIPTION.

Pioneer Ridge

[Signature]

STATE OF IDAHO SS KOOTENAI COUNTY

ON THIS 25TH DAY OF APRIL 1978, BEFORE ME PERSONALLY APPEARED GARY A. FRANK, KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE ABOVE ENGINEER'S CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, RESIDING IN COEUR D'ALENE. MY COMMISSION EXPIRES *[Signature]*

OWNER'S CERTIFICATE

BE IT KNOWN THAT PIONEER RIDGE INVESTORS (A PARTNERSHIP), THE RECORD OWNER, HEREBY CERTIFIES THAT IT HAS CAUSED THE LAND IN THE ABOVE ENGINEER'S CERTIFICATE TO BE SUBDIVIDED INTO LOTS, BLOCKS AND STREETS AS HEREON PLATTED TO BE KNOWN AS PIONEER RIDGE, KOOTENAI COUNTY, IDAHO, AND DO HEREBY DEDICATE THE STREETS SHOWN TO THE PUBLIC FOREVER AND DO RESERVE A 10 FOOT WIDE UTILITIES AND DRAINAGE EASEMENT LYING ADJACENT TO EACH INTERIOR AND BACK LOT LINE AND SUCH OTHER EASEMENTS AS MAY BE SHOWN ON THE PLAT. WE HEREBY AFFIX OUR SIGNATURES THIS 25TH DAY OF APRIL 1978.

[Signature]
JAMES F. JUDD, PARTNER

[Signature]
ROBERT T. SCHINI, PARTNER

KOOTENAI COUNTY SURVEYOR'S APPROVAL
I HEREBY CERTIFY THIS 2ND DAY OF MAY 1978 THAT I HAVE EXAMINED THIS PLAT AND APPROVE SAID FOR FILING.
[Signature]
KOOTENAI COUNTY SURVEYOR

KOOTENAI COUNTY TREASURER'S APPROVAL
I HEREBY CERTIFY THIS 2ND DAY OF MAY 1978 THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID.
[Signature]
KOOTENAI COUNTY TREASURER

KOOTENAI COUNTY HEALTH OFFICER'S APPROVAL
THIS PLAT APPROVED BY THE HEALTH OFFICER OF KOOTENAI COUNTY, IDAHO THIS 6TH DAY OF JULY 1978 WITH THE CONDITION THAT INDIVIDUAL LOT OWNERS SEWAGE DISPOSAL SYSTEMS BE APPROVED PRIOR TO CONSTRUCTION AND THAT THE HOUSE CONNECTION BE INSTALLED TO THE DRY SEWER AT THE TIME OF CONSTRUCTION.

[Signature]
KOOTENAI COUNTY HEALTH OFFICER

KOOTENAI COUNTY RECORDER
I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO AT THE REQUEST OF _____ THIS _____ DAY OF _____ 1978 AT _____ M., AND DULY RECORDED IN PLAT BOOK _____ PAGE _____

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Instrument No. 796988
Recording Date: Feb. 20, 1979
Time: 11:00 a.m.

Book 98 Page 725

DECLARATION OF PROTECTIVE COVENANTS COVERING LOTS IN PIONEER RIDGE ADDITION

PIONEER RIDGE INVESTORS, a partnership, and CRANSTON CONSTRUCTION, INC., an Idaho Corporation are the owners of all lots in the PIONEER RIDGE ADDITION to Post Falls, Kootenai County, State of Idaho, according to the plat recorded in Book F of Plats, Page 23, records of Kootenai County, Idaho and do hereby make the following declarations as to the limitations, restrictions, and uses to which the lots or tracts constituting said PIONEER RIDGE ADDITION may be put and hereby specify that such declarations shall constitute covenants to run with the land as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations on all future owners of the platted property. This Declaration of Protective Covenants is designed for the purpose of keeping the platted property desirable, uniform, and suitable in architectural design and use and for the purposes specified herein.

PART A. RESIDENTIAL COVENANTS.

A-1. LAND USE. All lots in the plat are restricted to single family residential use. No subdivision of any lot shall be made or permitted.

A-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with exist-structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C.

A-3. BUILDING LOCATION. The location of each building on a lot will be determined by the Architectural Control Committee depending upon the nature and contour of any lot in said plat, provided, however, that:

- a) The minimum setback of any structure must be in accordance with any minimum setback line shown on the recorded plat or in accordance with the minimum setback standards of the City of Post Falls, Idaho.

- b) No structure shall be constructed closer than fifteen (15) feet to any street right-of-way line.
- c) For Lot 10, Block 4, and Lot 12, Block 5, no ornamental landscaping exceeding three (3') feet in height or any structure shall be permitted on the triangle formed by measuring forty (40') feet along the road right-of-way line in either direction from the northernmost corner of either lot.
- d) The front building line of Lot 4, Block 6, shall be interpreted as a line twenty-five (25') feet east and parallel to the straight line formed by joining the northwest and southwest lot corners.

A-4. EXTERIOR LIGHTING. All exterior lighting must be of a controlled focus and intensity as will not disturb neighbors on adjacent property.

A-5. SEWAGE AND GARBAGE DISPOSAL.

- a) Garbage cans and trash areas must be screened from view.
- b) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- c) No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Panhandle Health District. Approval of such system as installed shall be obtained from such authority.
- d) The owners of each lot shall promptly connect the sewage disposal system of the improvements on their property to the central sewage disposal system serving this addition when the same becomes available.

A-6. WATER.

- a) The lots in PIONEER RIDGE ADDITION are located in the EAST GREENACRES IRRIGATION DISTRICT, a federally funded irrigation project, and are subject to the federal Reclamation Act and the rules and regulations of the Bureau of Reclamation of the United States Department of the Interior.

- b) Domestic water is available from the EAST GREENACRES IRRIGATION DISTRICT subject to the rules and regulations of the Bureau of Reclamation and the rules and regulations of the EAST GREENACRES IRRIGATION DISTRICT.
- c) Each lot owner agrees to pay the tap-on fee and usage charges as required by the EAST GREENACRES IRRIGATION DISTRICT.
- d) The lots in this addition are subject to a lien for payment of a portion of the EAST GREENACRES IRRIGATION DISTRICT'S debt to the United States Government for the development of the irrigation system.
- e) Water mains belonging to the EAST GREENACRES IRRIGATION DISTRICT have been installed in public roads adjacent to each lot in this subdivision.
- f) No individual water supply system shall be permitted on any lot.

A-7. NUISANCES, SIGNS, ANIMALS AND BUSINESS, ETC.

- a) No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, shall at any time conduct, or permit to be conducted, on any residential lot, any trade or business of any description, either commercial, professional or religious, including any schools, nurseries, or church schools, nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.
- b) No signs or any kind shall be displayed to the public view on any lot except 1) one sign of not more than four (4) square feet advertising the property for sale or rent, 2) signs used by a builder to advertise a property during construction and sales period, or 3) signs erected by the developer or its agents advertising the development.
- c) No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

- d) No tent, trailers, mobile homes, or other structures of temporary nature for human habitation shall be used on said lots. Exposed, unlicensed vehicles shall not be permitted. Recreational vehicles shall not be parked upon the streets within the subdivision for more than thirty-six (36) hours at any one time. Owners must store recreational vehicles off the streets within the subdivision.

A-8 ACCESS. Access for the lots in this subdivision to and from public roads shall be only to the interior streets of the development. No owner shall create, use or maintain any access from his lot directly to Ponderosa Boulevard.

PART B. REQUIRED IMPROVEMENTS.

B-1. LANDSCAPING. As part of the construction phase of each home within the subdivision and within sixty (60) days of the paving of the driveway for each home, the owner and/or contractor shall landscape and plant the front yards of each home including any portion of the road right of way lying between the curb and the house. Homes located on lots with frontage on more than one street shall landscape and plant all yards lying between the house and the curb of each street. The time limit for completion of landscaping may be extended by the Architectural Control Committee in the event of hardship due to weather conditions.

B-2. SIDEWALKS. As part of the construction phase of each home located on the lots listed in this subsection, the owner and/or contractor shall at the time of paving the driveway for each of said homes, install a sidewalk within the street right of way abutting said lots' lots designated herein. The sidewalk shall be installed to the specifications of the City of Post Falls, Idaho. This covenant, B-2, applies only to the following:

- a) Within the right of way of PIONEER RIDGE DRIVE abutting Lot 1, Block 2; Lots 1 and 2, Block 3; and Lots 1 through 12, Block 5.
- b) Within the right of way of STAGECOACH DRIVE abutting Lot 1, Block 3 and Lots 12 and 13, Block 5, and Lot 10, Block 4.
- c) Within the right of way of MUSKET AVENUE abutting Lots 1 and 23, Block 5 and Lot 1, Block 4.
- d) Within the right of way of POWDERHORN STREET abutting Lots 1 through 10, Block 4.

B-3. DRIVEWAYS AND GARAGES. The site development within this subdivision shall provide for at least an attached or unattached two-car garage with a paved driveway at least seventeen (17') feet wide running from said garage to the curb of the adjacent street.

PART C. ARCHITECTURAL CONTROL COMMITTEE.

- C-1 MEMBERSHIP. The Architectural Control Committee is composed of Robert Schini, 2201 Government Way, Unit A, Coeur d'Alene, Idaho 83814; James T. Knudson, 6023 Sundown Drive, Coeur d'Alene, Idaho 83814; and James F. Judd, P.O. Box 999, Post Falls, Idaho, 83854. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of eighty-five (85%) percent of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.
- C-2 PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- C-3 APPLICATIONS CONSIDERED. Only buildings for residential occupancy and appurtenances thereto shall be considered or approved by said Architectural Control Committee. The Architectural Control Committee shall further specify setback provisions depending upon the nature and contour of any lot in said plat.
- C-4 EXTERIOR COLORS. The exterior colors for all structures in this subdivision must be selected from the approved color list adopted by the Architectural Control Committee.
- C-5 ORIENTATION OF HOUSES. The orientation and location of houses and garages on lots, the minimum square footage, roof area or costs, and the required setbacks for each lot shall be determined by the Architectural Control Committee. The intent of this restriction is to keep all homes as compatible as possible with their natural surroundings and with each other and to permit the placement of homes in accordance with the great variety of topography on each lot.

PART D. GENERAL PROVISIONS.

- D-1 TERM. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to delete said covenants.
- D-2 AMENDMENT. These restrictive covenants may be altered, amended or deleted in whole or in part if agreed to in writing by eighty-five (85%) percent or more of the then lot owners in Pioneer Ridge Addition.
- D-3 RIGHT OF FIRST REFUSAL. Pioneer Ridge Investors Company or its assigns, shall have the exclusive first right of refusal to repurchase any undeveloped lot in said plat subsequently offered for sale by any owner other than a member of Pioneer Ridge Investors, during the time limitation of these restrictive covenants.
- D-4 ENFORCEMENT OF PARTIES HERETO. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons holding any real property situated in the said subdivision to bring any proceeding against the person or persons violating or attempting to violate any such covenants and either to restrain such violation or to recover damages or both. Any party violating any covenant shall be liable for attorney's fees to be fixed by the Court in favor of any party successfully bringing an action based on such violation.
- D-5 ENFORCEMENT BY THE CITY OF POST FALLS. The restrictions and covenants set forth in Sections A-5-d, A-8 and B-2 are for the benefit of not only the other owners of property within the subdivision but also for the benefit of the City of Post Falls. The City of Post Falls may enforce said Sections A-5-d, A-8 and B-2 in the manner provided in subdivision D-4 of this Declaration.
- D-6 SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART E. ATTEST.

RECEIVED FEB 06 1997

PIONEER RIDGE OWNERS ASSOC., INC
P O Box 1811
Post Falls, ID 83854

Feb 3, 1997

Pioneer Title Co. Of Kootenai County
100 W. Wallace
Coeur d'Alene, ID 83814

To Whom it May Concern:

On October 27, 1996 a new Board of Directors was elected to Pioneer Rdige Owners Assoc., Inc. A list of the officers and phone numbers is below.

Our annual fee is set at \$75.00 annually. To run from Oct 1, 1996 through Sept 30, 1997. Your contact will be our Treasurer Aronold Kiehn for the above period of time.

We will notify you of any changes as soon as possible when necessary.

President	Charlie Sipp	773-8156
Vice President	Ed Hendricks	773-3134
Secretary	Marilyn Vigil	777-8879
Treasure	Arnold Kiehn	773-7636

Sincerely,

Pioneer Ridge Owners Assoc., Inc



Ed Hendricks
Vice President

Instrument No. 796988
Recording Date: Feb. 20, 1979
Time: 11:00 a.m.

Book 98 Page 725

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Pioneer Title Company

PART D. GENERAL PROVISIONS.

- D-1 TERM. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to delete said covenants.
- D-2 AMENDMENT. These restrictive covenants may be altered, amended or deleted in whole or in part if agreed to in writing by eighty-five (85%) percent or more of the then lot owners in Pioneer Ridge Addition.
- D-3 RIGHT OF FIRST REFUSAL. Pioneer Ridge Investors Company or its assigns, shall have the exclusive first right of refusal to repurchase any undeveloped lot in said plat subsequently offered for sale by any owner other than a member of Pioneer Ridge Investors, during the time limitation of these restrictive covenants.
- D-4 ENFORCEMENT OF PARTIES HERETO. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons holding any real property situated in the said subdivision to bring any proceeding against the person or persons violating or attempting to violate any such covenants and either to restrain such violation or to recover damages or both. Any party violating any covenant shall be liable for attorney's fees to be fixed by the Court in favor of any party successfully bringing an action based on such violation.
- D-5 ENFORCEMENT BY THE CITY OF POST FALLS. The restrictions and covenants set forth in Sections A-5-d, A-8 and B-2 are for the benefit of not only the other owners of property within the subdivision but also for the benefit of the City of Post Falls. The City of Post Falls may enforce said Sections A-5-d, A-8 and B-2 in the manner provided in subdivision D-4 of this Declaration.
- D-6 SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART E. ATTEST.

1552513

BYLAWS OF
PIONEER RIDGE OWNERS ASSOCIATION, INC.

ARTICLE 1
PLAN OF OWNERSHIP

STATE OF IDAHO
COUNTY OF KOOTENAI 188
AT THE REQUEST OF
Pioneer Property Co.
SEP 1 1 58 PM '98

DANIEL J. ENGLISH
DEPUTY 360
FEES

1.1 Name and Location. The name of this association ("Association") is PIONEER RIDGE OWNERS ASSOCIATION, INC. The principal office of the Association shall be in Kootenai County, Idaho.

1.2 Application to Project. The provisions of these Bylaws are applicable to that certain residential subdivision situated in the City of Post Falls, Kootenai County, Idaho. All present and future Owners, and their tenants, future tenants, and any other person who might occupy a Lot or use the facilities of the Property in any manner, are subject to the regulations set forth in these Bylaws, in the Articles of Incorporation for the Association, and in the Declaration of Covenants, Conditions and Restrictions for the Property ("Declaration") recorded or to be recorded in the office of the Kootenai County Recorder, and applicable to the Property.

1.3 Meaning of Terms. Unless otherwise specifically provided herein, the definitions contained in the Declaration are incorporated in these Bylaws by reference.

ARTICLE 2
MEMBERSHIP; MEETINGS AND VOTING RIGHTS

2.1 One Class of Members. The Association shall have one (1) class of voting membership established according to the Articles of Incorporation.

2.2 Voting Requirements. Except when otherwise expressly provided in the Declaration, the Articles or these Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power of the Association. Except on matters specifically provided for in the Declaration, the Articles, or these Bylaws, the vote of a majority of a quorum present at any meeting (in person or by proxy) shall constitute the vote of the Members.

2.3 Quorum. The presence in person or by proxy of at least forty percent (40%) of the total voting power of the Association shall constitute 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.

2.4 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and

1552513

BYLAWS OF
PIONEER RIDGE OWNERS ASSOCIATION, INC.

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MEMBERSHIP; MEETINGS AND VOTING RIGHTS

2.1 One Class of Members. The Association shall have one (1) class of voting membership established according to the Articles of Incorporation.

2.2 Voting Requirements. Except when otherwise expressly provided in the Declaration, the Articles or these Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken shall require the vote or written assent of the prescribed percentage of the total voting power of the Association. Except on matters specifically provided for in the Declaration, the Articles, or these Bylaws, the vote of a majority of a quorum present at any meeting (in person or by proxy) shall constitute the vote of the Members.

2.3 Quorum. The presence in person or by proxy of at least forty percent (40%) of the total voting power of the Association shall constitute 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.

2.4 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and

STATE OF IDAHO
COUNTY OF KOOTENAI } 88
AT THE REQUEST OF
Restate Property
SEP 1 1 58 PM '90
DANIEL J. ENGLISH
DEPUTY
FEES *36.00*

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filed with the Secretary before the appointed time of each meeting. All proxies shall be valid only for the meeting for which the proxies are given (including any reconvened meeting in the event of an adjournment), unless provided otherwise in the proxy (but in no event for a period exceeding eleven (11) months from date of execution). Every proxy shall be revocable and shall automatically cease upon receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of such Member.

2.5 Annual Meetings. Regular annual meetings of the Members of the Association shall be held on the second Saturday of each May.

2.6 Special Meetings. A special meeting of Members of the Association may be called by the President or by any two (2) members of the Board. A special meeting shall be called by the Board upon receipt of a written request therefor signed by Members representing not less than twenty-five (25%) of the total voting power of the Association.

2.7 Notice and Location of Meetings. At the direction of the President, the Secretary, or the officers or persons calling a meeting, written notice of regular and special meetings shall be given to all Members in the manner specified for notices under these Bylaws. Such notice shall specify the place, day, and hour of the business to be undertaken, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Except in the case of an emergency, at least ten (10) days' notice (but not more than fifty (50) days' notice) of any meeting shall be provided prior to the meeting. Meetings of the Association shall be held within the Property, or at a convenient meeting place close to the Property. Notice shall also be delivered to any institutional lender filing a written request for notice with the Association, and any such lender shall be permitted to designate a representative to attend all such meetings.

2.8 Adjournment. In the absence of a quorum at a Members' meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than five (5) days and not more than thirty (30) days from the original meeting date. The quorum for such a reconvened meeting shall be thirty percent (30%) of the total voting power of the Association.

2.9 Action Without Meeting. 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, is signed by all the Members entitled to vote thereon. Such consent shall have the same force and effect as a unanimous vote.

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2.10 Rules at Meetings. Except as otherwise provided in these Bylaws, the Articles or the Declaration, all meetings of the Members shall be governed by Roberts Revised Rules of Order.

ARTICLE 3 BOARD OF DIRECTORS

3.1 Number and Term of Directors. The Board shall consist of three (3) Directors, each of whom shall be an Owner of a Lot or an agent of a corporate Owner. Except for the initial Directors, who shall serve until the first meeting of the Association, the Directors shall serve concurrent two-year terms.

3.2 Election of Board of Directors.

3.2.1 Nomination. Nominations for election to the Board of Directors may be made from the floor at the annual meeting of the Association. Additionally, the Board may appoint a Nominating Committee, which shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. If the Board determines to appoint a Nominating Committee, the Committee shall be appointed at least ninety (90) days prior to each annual meeting of the Members, to serve until the close of such annual meeting, and shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

3.2.2 Election of Directors. Elections of Board members shall be by secret written ballot. All elections in which two (2) or more positions on the Board are to be filled shall be conducted by cumulative voting.

3.3 Removal. An individual Director shall not be removed prior to the expiration of his or her term of office if the number of votes cast against his or her removal is at least equal to the number of votes which would be required to elect that Director in an election of the entire Board.

3.4 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by the voting in of a replacement by the Members shall be filled by vote of the majority of the remaining Directors, and each person so elected shall be a Director for the remainder of the term of the Director he or she replaces, or until a successor is elected at a special meeting of the Members called for that purpose.

3.5 Regular Meetings. Regular meetings of the Board shall be conducted at least quarterly at a time and place within the Property, or at a convenient meeting place close to the Property, as may be fixed by the Board. Notice of the time and place of regular meetings shall be given to each Director, personally or by mail or telegraph, at least three (3) days prior to the day named for the meeting. One of the regular meetings shall be the

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annual meeting, which shall be held within ten (10) days following the annual meeting of Members.

3.6 Special Meetings. A special meeting of the Board may be called by written notice signed by the President of the Association or by any two (2) Directors other than the President. Notice shall be provided to all Directors in the manner prescribed for notice of regular meetings, and shall include a description of the nature of any special business to be considered by the Board.

3.7 Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice to that Director. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place of the meeting, except where such attendance is for the limited and express purpose of objecting to the transaction of any business at the meeting because the meeting is not lawfully called or convened.

3.8 Quorum. The presence in person of a majority of the Directors at any meeting of the Board shall constitute a quorum. The vote of a majority of the quorum actually present at any meeting shall constitute the vote of the Board unless expressly provided to the contrary in these Bylaws, or in any future amendment thereto.

3.9 Action by Consent of Directors. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action.

3.10 Adjournment; Executive Session. The Board may, with the approval of a majority of a quorum of the Directors, 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 nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.11 Board Meetings Open to Members. Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Association 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.

ARTICLE 4
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board shall have the powers and duties necessary for the administration of the affairs of the Association. Without limitation on the generality of the foregoing powers and duties, the

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Board shall be vested with, and responsible for, the following powers and duties:

4.1 To select, appoint, supervise, and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with law, and with the Articles, the Declaration and these Bylaws; and to require from them security for faithful service when deemed advisable by the Board;

4.2 To enforce the applicable provisions of the Declaration, Articles, these Bylaws and other instruments relating to the ownership, management and control of the Property;

4.3 To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their tenants, guests and invitees thereon, and to establish procedures and penalties for the infraction thereof, subject to approval of the membership;

4.4 To pay all taxes and assessments which are, or could become, a lien on any Common Area or a portion thereof;

4.5 To contract for casualty, liability and other insurance on behalf of the Association as required or permitted in the Declaration;

4.6 To cause the Common Area to be maintained and to contract for goods and/or services for the Common Area or for the Association;

4.7 To delegate its powers to committees, officers or employees of the Association, or to a management company pursuant to a written contract, as expressly authorized by the Articles, Declaration and these Bylaws;

4.8 To keep, or cause to be kept, complete and accurate books and records of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses incurred, and to prepare budgets and financial statements for the Association as required in these Bylaws in accordance with good accounting procedures;

4.9 To initiate and execute disciplinary proceedings against Members of the Association for violations of the provisions of the Articles, Declaration, these Bylaws and such rules as may be promulgated by the Board, in accordance with procedures set forth in these Bylaws:

4.10 To borrow money and incur indebtedness for purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or

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other evidences of debt and securities therefor, subject to the approval requirements of the Articles, these Bylaws, or the law;

4.11 To fix and collect Assessments according to the Declaration and these Bylaws, and, if deemed appropriate in the Board's discretion, to record a Notice of Assessment Lien and foreclose the lien against any Lot for which an Assessment is not paid within thirty (30) days after the due date, or bring an action at law against the Owner personally obligated to pay such Assessment;

4.12 To prepare and file annual tax returns with the federal government and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Association, elect to be taxed under Section 528 of the Internal Revenue Code or any successor or similar statute conferring income tax benefits on property owners associations.

ARTICLE 5 OFFICERS

5.1 Enumeration and Term. The officers of this Association shall be a President, Vice-President, Secretary, and Treasurer, and such other officers as the Board may, from time to time, by resolution create. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

5.3 Resignation and Removal. Any officer may be removed from office by a majority of the Board at any time with or without cause. 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.

5.4 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 or she replaces.

5.5 Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

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5.6 Duties. The duties of the officers are as follows:

5.6.1 President. The President shall preside at all meetings of the Association and the Board of Directors; 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 (unless the authority to sign checks in the ordinary course of Association business has been delegated to a management company) and promissory notes.

5.6.2 Vice-President. The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

5.6.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

5.6.4 Treasurer. The Treasurer shall receive and deposit, in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors pursuant to approval of vouchers, when appropriate; shall co-sign all checks and promissory notes of the Association; and shall keep proper books of account and prepare or have prepared financial statements and tax returns as required in these Bylaws. The duty of the Treasurer to receive and deposit funds and to sign checks in the ordinary course of Association business may be delegated to a management company as provided in these Bylaws.

ARTICLE 6 DISCIPLINE OF MEMBERS; SUSPENSION OF RIGHTS

The Association shall have no power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of its individually owned Lot on account of a failure by the Owner to comply with provisions of the Declaration, Articles, these Bylaws, or of duly enacted rules of operation for the Common Area and facilities, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay Assessments levied by the Association. Notwithstanding the foregoing, the Board shall have the power to impose monetary penalties, temporary suspensions of an Owner's rights as a Member of the Association or other appropriate discipline for failure to comply with the Declaration, Articles, these Bylaws or duly enacted rules; provided that the accused shall be given notice and the opportunity to be heard by

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the Board with respect to the alleged violations before a decision to impose discipline is reached. In the case in which monetary penalties are to be imposed, such penalties shall include actual attorney's fees and all costs in connection with the collection of such penalties.

ARTICLE 7
BUDGETS, FINANCIAL STATEMENTS, BOOKS AND RECORDS

7.1 Budgets and Financial Statements. Financial statements and pro forma operating budgets for the Association shall be regularly prepared (at least annually) and copies shall be distributed to each Member of the Association.

7.2 Fiscal Year. The fiscal year of the Association shall be as designated by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

7.3 Inspection of Association's Books and Records. The membership register, books of account, vouchers authorizing payments, minutes of meetings of the Members, of the Board, and of committees of the Board of the Association, and copies of the current Declaration, Articles, Bylaws and rules and regulations for the Property shall be made available for inspection and copying by any Member of the Association, by any holder, insurer, or guarantor of a first mortgage on any Lot, or by its duly appointed representative, at any reasonable time and for a purpose reasonably related to its interest as a Member, at the office of the Association or at such other place within or near the Property as the Board shall prescribe. Such inspection may take place on weekdays during normal business hours, following at least forty-eight (48) hours' written notice to the Board by the Member desiring to make the inspection. Any Member desiring copies of any document shall pay the reasonable cost of reproduction. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

7.4 Statement of Account. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Lot Owner shall be furnished a statement of its account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner.

ARTICLE 8
AMENDMENT OF BYLAWS

These Bylaws may be amended at any time and in any manner by resolution approved by a majority of the Board of Directors, subject to repeal or change by action of a majority of the total voting power of the Members, provided any such amendment shall

not be inconsistent with the Articles, the Declaration, or the law.

ARTICLE 9 MISCELLANEOUS PROVISIONS

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9.1 Regulations. All Owners, tenants, and their employees, and any other person that might use the facilities of the Property in any manner, are subject to the regulations set forth in these Bylaws and in the Declaration and to all reasonable rules enacted pursuant to the Declaration. Acquisition, rental, or occupancy of any Lot shall constitute acceptance and ratification of the provisions of all such rules and regulations.

9.2 Compensation and Indemnity of Officers and Directors. No Director or officer shall receive any loan from the Association, or shall receive any compensation for services rendered for or on behalf of the Association, except reimbursement for actual sums spent on behalf of the Association, to the extent authorized by the Board. To the maximum extent permitted by the Idaho Non-profit Corporation Act, each Director and officer shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him or her by judgment or settlement in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, except in cases of fraud, gross negligence or bad faith of the Director or officer in the performance of his or her duties.

9.3 Committees. The Board may appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose; provided, however, that the power and authority of any such committee shall be limited according to the Idaho Nonprofit Corporation Act.

9.4 Notices. Any notice permitted or required to be given by the Property Documents may be delivered either personally or by mail or as otherwise specifically provided in the Property Documents. If delivery is by mail, it shall be deemed to have been given seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, return receipt requested, addressed to each person at the current address given by such person to the Secretary of the Association or addressed to the Lot of such person if no address has been given to the Secretary; provided, however that notice of regular or special meetings of Members of the Board may be mailed without request for a return receipt.

ADOPTION OF BYLAWS

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We, the undersigned, being all of the Directors of PIONEER RIDGE OWNERS ASSOCIATION, do hereby assent to the within and foregoing Bylaws and hereby adopt the same as the Bylaws of said Association.

EXECUTED by the undersigned on NOVEMBER 10TH, 1992.

Mark E. Wiggins
MARK E. WIGGINS

K.C. Williams
K.C. WILLIAMS

Avon K. Anderson
AVON K. ANDERSON

I, the undersigned, the duly elected and acting Secretary of PIONEER RIDGE OWNERS ASSOCIATION, do hereby certify:

That the within and foregoing Bylaws were adopted as the Bylaws of said Association on NOVEMBER 10TH, 1992, and that the same do constitute the Bylaws of said Association.

EXECUTED by the undersigned on NOVEMBER 10TH, 1992.

Avon K. Anderson
Secretary

Pioneer Title Company

BY-LAWS OF PIONEER RIDGE OWNERS ASSOCIATION, INC.

AMENDMENT TO ARTICLE 2.3

MEMBERSHIP: MEETINGS AND VOTING RIGHTS

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2.3 Quorum. The presence in person or proxy of any percent of the total voting power of the association shall constitute a quorum.

ADOPTION OF AMENDMENT TO BY-LAWS

We, the undersigned, being Board members of PIONEER RIDGE OWNERS ASSOCIATION, do hereby assent to the above amendment and adopt the same, as allowed by Article 8 of By-Laws.

Executed by the undersigned on March 23, 1998.

Charlie Sipp
CHARLIE SIPP

Arnold Kihin
ARNOLD KIHIN

Daryl Hagseth
DARYL HAGSETH

Robin Arries
ROBIN ARRIES

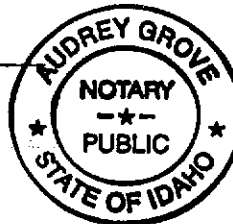
I, the undersigned, the duly elected and acting Secretary of PIONEER RIDGE OWNERS ASSOCIATION, do hereby certify:

That the within and foregoing Bylaw Amendment was adopted as part of the Bylaws of the said Association on March 23, 1998, and that the same do constitute Article 2.3 of the Bylaws of said Association.

EXECUTED by the undersigned on March 23, 1998.

Robin Arries
Secretary

Audrey Grove
12/2/2003



Pioneer Title Company

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ADOPTION OF BYLAWS TO BE RECORDED

We, the undersigned, being all of the Directors of PIONEER RIDGE OWNERS ASSOCIATION, do hereby assent to the within and foregoing Bylaws and hereby adopt the same as the Bylaws of said Association with Amendments to Article 2 Section 2.3 as allowed by Article 8 of Bylaws.

ADOPTION OF AMENDMENT TO BYLAWS

2.3 Quorum. The presence in person or proxy of any percent of the total voting power of the Association shall constitute a quorum.

EXECUTED by the undersigned on 8-24-98, 1998

Charlie Sipp
Charlie Sipp

Jerry Baltzell
Jerry Baltzell

Daryl Hagseth
Daryl Hagseth

Robin Arries
Robin Arries

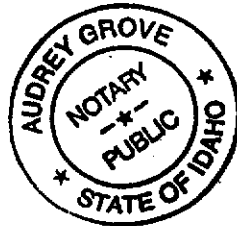
I, the undersigned, the duly elected and acting Secretary of PIONEER RIDGE OWNERS ASSOCIATION, do hereby certify: The Officers of PIONEER RIDGE OWNERS ASSOCIATION.

That the within and foregoing Bylaw Amendment was adopted as part of the Bylaws of the said Association on 8-24-98, 1998, and that the same do constitutes Article 2.3 of the Bylaws said Association.

EXECUTED by the undersigned on 8-24-98, 1998.

Robin Arries
Secretary

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Audrey Grove
Notary Public

Residing at Hayden
Commission expires 12/2/2003