

**BYLAWS OF MIDDLETON COMMONS CONDOMINIUMS
ASSOCIATION, INC.
(A Commercial and Industrial Flex Space Project)**

The following are the Bylaws of Middleton Commons Condominiums Association, Inc. ("Industrial Flex Space Project Bylaws"), an Idaho nonprofit corporation (the "Industrial Flex Space Project Association"). Upon recordation of these Industrial Flex Space Project Bylaws, they are binding upon the Industrial Flex Space Project Association and all present and future Owners and/or occupants.

ARTICLE I - DEFINITIONS

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Declaration of Covenants, Conditions & Restrictions for Middleton Industrial Park Condominiums of even date and recorded in the official records of the Canyon County Recorder's Office, as amended (hereinafter "Industrial Flex Space Project Declaration").

ARTICLE II - MEETINGS OF MEMBERS

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board of Directors ("Board"). The Board may set the date, time, and location of the annual meeting in accordance with Section 2.3 below, which locations may include virtual or electronically held meetings through available technology.

- (a) Declarant, compromising more than a majority of Owners, approves meetings held through available technology.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least fifty-one percent (51%) of all eligible votes. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Industrial Flex Space Project Association. During the Class B Control Period, only the Declarant may call Special Meetings.

Section 2.3 Notice of Meetings. Unless otherwise required by law, all notices shall be given via electronic communication, which may include but is not limited to: email, text, or posted on the community website (if applicable). Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Any notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon deposit in the mail. Such notice shall specify the location, day, and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

- (a) Upon becoming an Owner of the Industrial Flex Space Project Association, or upon the written request by the Industrial Flex Space Project Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Industrial Flex Space Project Association unless the Owner has opted out by providing a written request for notice by U.S. Mail. If no address is registered with the Industrial Flex Space Project Association, an Owner's Unit address shall be deemed to be their registered address for purposes of notice.
- (b) The location of meetings may also occur virtually, telephonically, or through other available technology, which is hereby approved of by a majority of Owners in the Project.

Section 2.4 Quorum. Unless otherwise specifically set forth in the Industrial Flex Space Project Declaration, at any meeting of Owners, a quorum shall be established by those Owners present, in person or by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Industrial Flex Space Project Association. Further, a majority of those Owners present in person or proxy at such meeting may vote to reschedule the meeting based upon low attendance. Otherwise, the meeting shall proceed as scheduled.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board at or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The proxy form provided with any notice of meeting may also provide an additional requirement and a deadline to return proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of the Unit. If conflicting proxy votes for an Owner or Unit exist, said proxy votes will not be counted.

Section 2.6 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at an Industrial Flex Space Project Association meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Industrial Flex Space Project Association meeting, work session or similar event regardless of the location without the written consent of the Industrial Flex Space Project Association.

Section 2.7 Action Taken Without a Meeting. Under the direction of the Board, any action that may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners eligible to vote on the action were present and voted, unless a different approval

percentage for the action is specifically set forth in the Industrial Flex Space Project Declaration. The Board may obtain such approvals and conduct business through mail or email/electronic ballots.

Ballots shall set forth each proposed action and provide the option of voting for or against each proposed action. The ballot must specify the period of time, up to 120 days, during which the Industrial Flex Space Project Association shall accept written ballots. Following this period, the Industrial Flex Space Project Association shall provide notice if such action was approved.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days prior a duly noticed meeting shall be deemed in good standing and eligible vote. The Industrial Flex Space Project Association shall have two (2) classes of voting membership, Class "A" and Class "B," as set forth in the Industrial Flex Space Project Declaration. The number of votes for each Unit shall be in accordance with the Industrial Flex Space Project Declaration.

The votes appurtenant to any one Unit may not be divided and shall be voted in one block. If the vote of a majority of the Owners of a Unit cannot be determined, no vote shall be cast in relation to such Unit. The Industrial Flex Space Project Association shall honor the vote of: a duly authorized trustee or successor trustee of a trust that is an Owner; the duly authorized representative of a legal entity that is an Owner; and shall honor the vote of an individual that is a holder of a limited or general durable power of Attorney with respect to an Owner as though such vote were the vote of the Owner.

ARTICLE III - BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. Except for the Board members appointed by Declarant during the Class B Control Period, which may delegate duties as set forth in the Industrial Flex Space Project Articles and these Industrial Flex Space Project Bylaws, the affairs of the Industrial Flex Space Project Association shall be managed by a Board of Directors composed of three (3) individuals. At the first meeting of the Owners at which the election of Directors will take place following the Class B Control Period, the candidate who receives the most votes shall serve as a Director for three (3) years. The candidate that receives the second highest number of votes shall serve as a Director for two (2) years, and the third candidate who receives the third highest number of votes shall serve as Director for one (1) year. At each annual election, the successor to the Director whose term shall expire in that year shall be elected to hold office for the term of (3) years. Any change in the number of Directors may be made only by amendment of these Industrial Flex Space Project Bylaws. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal.

Section 3.2 Advisory Board Member. During the Class B Control Period and prior to turnover of the Industrial Flex Space Project Association to Owner control, the Declarant

and/or Board may identify an owner(s) to be an advisory member of the Board and participate in Board meetings and activities. This advisory member(s) shall not vote.

Section 3.3 Eligibility. Following the Class B Control Period, all members of the Board shall be Owners. Notwithstanding, only one member of a single Unit can be a member of the Board at any one time. During the Class B Control Period, eligibility requirements shall not apply.

Section 3.4 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director, except during Class B Control Period, may be removed from the Board with or without cause by a majority vote, a quorum being present, at a special meeting called for such purpose. In the event of death, resignation or removal of a Director, their successor shall be selected by the remaining Directors and shall serve for the unexpired term of their predecessor.

Section 3.5 Compensation. No Director shall receive compensation for any service they may render to the Industrial Flex Space Project Association. However, any Director may be reimbursed for actual and approved expenses incurred in the performance of their duties.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

ARTICLE IV - NOMINATION AND ELECTION OF DIRECTORS

Section 4.1 Nomination. Following the Class B Control Period, Nomination for election to the Board may be made by the Board, Owners from the floor at the annual meeting, or pursuant to other written notice and procedures established by the Board

Section 4.2 Election. Following the Class B Control Period, the election of Directors may be by vote or written ballot, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized. The Industrial Flex Space Project Association may utilize available technology for casting and counting votes.

ARTICLE V - MEETINGS OF THE BOARD

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least annually, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days. During the Class B Control Period, board meetings shall not be required but may be held at the sole discretion of Declarant.

- (a) Owners, and Owner representatives (if designated in writing in advance) may attend Board meetings and may be present for all discussions, deliberations, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) day notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director. During the Class B Control Period, only the Declarant may call Special Meetings.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Board meeting, work session or similar event regardless of the location without the written consent of the Industrial Flex Space Project Association.

Section 5.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written

approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Industrial Flex Space Project Association in accordance with the provisions of the Governing Documents and Idaho law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Industrial Flex Space Project Association shall be a president, secretary, and treasurer, or as otherwise designated by the Board. Notwithstanding, during the Class B Control Period, Declarant may manage the Industrial Flex Space Project Association as set forth in the Industrial Flex Space Project Articles.

Section 7.2 Election of Officers. The election/appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. Officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Industrial Flex Space Project Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Industrial Flex Space Project Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed Officers may be removed by the Board with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, their successor shall be selected by the Board and shall serve for the unexpired term of their predecessor.

Section 7.5 Duties. The Board may adopt policies and resolutions to define the respective duties of Directors and Officers.

Section 7.6 Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE VIII – OBLIGATIONS OF OWNERS

Section 8.1 Assessments.

(a) All Owners are obligated to pay, in accordance with the provisions of the Industrial Flex Space Project Declaration, all Assessments imposed by the Industrial Flex Space Project Association to meet all expenses of the Industrial Flex Space Project Association, which may include, without limitation, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of fire, earthquake or other hazard, or to meet the expenses of the Director's various powers and duties as more fully provided in Section 6.1 of these Industrial Flex Space Project Bylaws. Except as otherwise provided in the Industrial Flex Space Project Declaration, the Assessments shall be made equally per Unit for all Owners of the Industrial Flex Space Project Association obligated to pay such Assessment. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum.

(b) All delinquent Assessments shall be enforced, collected, or foreclosed in the manner provided in the Industrial Flex Space Project Declaration.

Section 8.2 Maintenance and Repair.

(a) Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance and repair work on such Owner's Unit as required under the provisions of the Industrial Flex Space Project Declaration. As further provided in the Industrial Flex Space Project Declaration, all plans for alterations and repair of Improvements on the Property must receive the prior written consent of the Board. The Board shall establish reasonable procedures for the granting and denial of such approval in accordance with the Industrial Flex Space Project Declaration.

(b) As further provided in the Industrial Flex Space Project Declaration, each Owner shall reimburse the Industrial Flex Space Project Association for any expenditure incurred in repairing or replacing any portion of the Property owned or controlled by the Industrial Flex Space Project Association which are damaged through the fault of the Owner, and each Owner shall promptly reimburse the Industrial Flex Space Project Association for the cost of repairing, replacing and/or maintaining that portion of the Property which the Industrial Flex Space Project Association has repaired, replaced or maintained pursuant to the Industrial Flex Space Project Declaration. Such expenditures shall include all court costs and reasonable attorneys' fees and costs incurred in enforcing any provision of these Industrial Flex Space Project Bylaws or the Industrial Flex Space Project Declaration.

ARTICLE IX - MISCELLANEOUS

Section 9.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person attended the meeting and no objection to the particular procedural issue was made at the meeting;
- (b) If the objecting person was not in attendance at the meeting but had proper notice of the meeting; or
- (c) 12 months following the meeting.

Section 9.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must specifically describe the circumstances giving rise to the objection and reference the specific provision of the Governing Documents or law that is alleged to have been violated, with a brief statement of the facts supporting the claimed violation.

Section 9.3 Irregularities that Cannot Be Waived. Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the Governing Documents or Idaho law cannot be waived.

Section 9.4 Fiscal Year. The fiscal year of the Industrial Flex Space Project Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 9.5 Amendment. During the Class B Control Period, these Industrial Flex Space Project Bylaws may be amended at any time by the Declarant. Following the Class B Control Period, these Industrial Flex Space Project Bylaws may be amended by Owners holding at least sixty-seven percent (67%) of all eligible votes. An amendment to these Industrial Flex Space Project Bylaws shall be effective immediately upon recordation in the Office of the Canyon County Recorder, State of Idaho.

The foregoing Industrial Flex Space Project Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Canyon County Recorder, State of Idaho. Pursuant to Idaho Code § 30-30-601(3) and the Industrial Flex Space Project Articles, the Declarant Middleton Industrial Holdings, LLC is authorized to execute these Industrial Flex Space Project Bylaws and may act for the Board during the Class B Control Period.

ACKNOWLEDGMENT

In witness hereof and under penalty of perjury, I hereby acknowledge that I am authorized by the Industrial Flex Space Project Articles to execute these Industrial Flex Space Project Bylaws on behalf of the Industrial Flex Space Project Association.

Dated: _____

MIDDLETON INDUSTRIAL HOLDINGS, LLC

By: Robert Nash

Its: Member