

**BYLAWS OF THE  
THE BEAR LAKE RV PARK  
PROPERTY OWNER'S ASSOCIATION, INC.**

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**BYLAWS OF THE**  
**THE BEAR LAKE RV PARK**  
**PROPERTY OWNER'S ASSOCIATION, INC.**

**ARTICLE I: MEMBERSHIP**

**SECTION A: BEAR LAKE RV PARK MEMBERS.**

1. Every person acquiring legal or equitable title to any site in Bear Lake RV Park located in Bear Lake County, State of Idaho, becomes a member of the Bear Lake RV Park Property Owners' Association Inc, (hereinafter referred to as the "Association"), and with such ownership and membership in the Association becomes subject to the requirements and limitations imposed in the By-laws of the Association and in the Second Amended Covenants, Conditions and Restrictions of the Bear Lake RV Park No. 1, No. 2, and No. 3 that run with the land and to the regulations and assessments of the Association with the exception, however, of such person or persons who hold an interest in any such site merely as security for the performance of an obligation to pay money, that is mortgages, deeds, trusts, or real estate contract purchases.
2. However, if such person should realize upon their security and become the real owner of one or more sites within the plats, such person shall then assume the status of a regular member and be subject to all of the foregoing restrictions and assessments.

**SECTION B: MEMBERSHIP RIGHTS.**

1. Members shall have the right to use all the parks, private or public roads, recreational facilities, utility systems and all other services including, but not limited to, water, sewer, garbage disposal, and all other amenities within the plat(s) or owned by the Association.

## **SECTION C: OWNERS' EASEMENTS OF ENJOYMENT.**

1. Every member shall have an undivided interest and reciprocal right and easement to use the common areas, roadways, and recreational facilities within the plat(s) or owned by the Association for all uses authorized by the Association.
2. No portion of such facilities shall be used in such manner as to obstruct or interfere with the enjoyment of members or their guests, or to annoy them by unreasonable noises or otherwise, nor shall any nuisance, immoral or illegal activity be committed or permitted to occur in or about such facilities.
  - a. Unreasonable noises include: car horns, gun shots, fireworks, excessive music volume, constant dog barking/whining
3. Park Quiet hours are 11 pm – 7 am every day. During these hours, owners, members and their guests limit loud noises, including loud music/loud conversation, lawnmowers, construction and Off Highway Vehicle (OHV)/vehicular/road noise.
4. OHV use, including all ATVs/off road/side-by-side vehicles shall obey all traffic rules, including the Park posted speed limit of 10 MPH.
5. Other factors pertaining to any OHV use within the Park. Each OHV shall have:
  - a. Valid restricted vehicle license plate
  - b. Valid IDPR OHV certificate number sticker affixed to restricted vehicle license plate (resident and nonresident).
  - c. Valid driver's license.
  - d. Liability insurance or alternative insurance.
  - e. A DOT approved helmet for riders under age 18
  - f. Only drivers of legal age and with legal supervision (as necessary) may drive vehicles within the Park. Drivers are cautioned to drive the roads in a safe manner. Vehicle traffic after sundown should be limited.
6. Note: Idaho Law states that OVH Riders 15 years and younger who wish to operate an OHV on roads must also be supervised by an adult. "Supervised" means the supervising licensed adult must be in a position, on another OHV to provide close support, assistance or direction, or if on the ground, within three hundred (300) feet of the unlicensed operator.
7. Camp fires/smoke: Owners, members and their guests should use caution when building fires within the park. All fires need to be in fire rings and continually monitored by an adult. Owner, members and their guests should manage their fires so that smoke does not infiltrate adjacent owner's lots/RV's. \*

## **SECTION D. COMMON SCHEME RESTRICTIONS.**

### **1. Permanent Structures**

- A. Structures/items that are of a permanent nature require approval from the Board of Directors/the Architectural and Planning Committee, prior to construction or placement on a lot. Any violation of this restriction shall result in the owner being required to de-construct and/or remove any such structures/items.
- B. Permanent structures need to abide by legal set-backs and height and size requirements.
- C. As Owners plan for permanent structures, structures on the property should not obstruct the views of neighboring lot(s.)
- D. In instances where more than one lot is owned, shed and pads cannot be placed across property/lot lines

While not every structure can be described in these By-Laws, there is a general agreement as to the types of permanent structures that Members desire.

#### **1.1 Structures with walls: this includes structures having at least one full or partial wall**

- A. Maximum vertical height is 14' (measured at the peak)
- B. The Overall size of walled structures shall not exceed 168 square feet
- C. Sheds or storage bins less than the maximum vertical height and less than 92 cubic feet do not need to go through the approval process.
- D. Sheds and walled structures are not livable structures.
- E. Sheds and walled structures must be placed on the property in such a manner as to not obstruct the views of neighboring lots.
- F. In instances where more than one lot is owned, sheds and pads cannot be placed across property/lot lines.
- G. These structures cannot be attached to the RV.
- H. Structures will abide by set-back rules and placement of structure should be in harmony with the environment and limit obstructing neighbors' views.

#### **1.2 Structures without walls: including structures that use posts for supporting roof (as appropriate)**

A. Maximum vertical height is 14' (measured at the peak)

B. These structures cannot be attached to the RV.

C. There is no sq. footage limit, however owners are required to obtain approval from the BOD/the Architectural and Planning Committee before obtaining a building permit, if building a structure is greater than 200 square feet.

D. Structures will abide by set-back rules and placement of structure should be in harmony with the environment and limit obstructing neighbors' views.

E. RV structures: RV structures should attempt to maintain a 14' height, however if a member deems that this height restriction would not accommodate their RV, they may apply for a height adjustment through the BOD/the Architectural and Planning Committee.

2. Fire Pits: Constructed of fire-resistant material. Fire pits need to have a screening or a cover.
3. Fences: Split rail fencing may be constructed of wood or vinyl. Chain link or other wire type fencing is not permitted. Fences cannot be higher than 4'.
4. Doghouses/runs: All dog runs exceeding 5 feet in height or dog houses exceeding 6 square feet require approval from the BOD/the Architectural and Planning Committee. The doghouses/run must be compatible with the natural surroundings and must be located where it will be visibly unobtrusive.
5. Retaining walls: All retaining walls require approval by the BOD/the Architectural and Planning Committee. Retaining walls which have more than 4 layers/courses are subjected to additional provisions.

## 2. Non-Permanent Structures and things:

A. Flags: The Flag of the United States and the Flag of the State of Idaho are to be displayed in accordance with 4 U.S.C. 5 et. Seq. Other flags representing other branches of the military and POW/MIA shall likewise be displayed. Flags which represent social, political and other nations may be displayed providing that the flags do not advertise profanity or obscene graphics. All flags flown are to be maintained in good condition.

B. Signs: Signs do not require approval if they are limited to 32 square feet. Signs exceeding 32 square feet require approval by the Architectural and Planning Committee and the Board of Directors. As this is a family-friendly Park, signs cannot contain profanity, vulgarity or obscene or derogatory comments or graphics. All signs are to ensure harmony of external design and location in relation to surrounding structures and topography including not blocking the view of any neighboring lots. While rental properties may not advertise rentals on their lot(s), owners and their realtors may advertise lot(s) for sale.

3. Common areas:

A. Owners wishing to use the common ground, must first obtain written approval from the Park Manager or BOD.

B. No cutting of trees or bushes is allowed on common ground with the exception of sage brush and weeds. Clearing of dead or downed wood is acceptable to reduce fire danger.

A. Temporary placement of tents and RV's is permitted for a period not to exceed 3 days.

B. Placement of items not of a permanent nature, such as playground equipment or temporary fire pit, are acceptable, but not for more than 3 days

C. No fences are to be constructed on common ground.

D. The common ground must be dry and firm prior to placing of RV's. Common ground cannot be torn up or rutted. Property owners will be responsible for repairing any and all damage.

E. Common ground must be kept clean and uncluttered.

F. All garbage must be cleaned from the common ground after use.

G. Any OHVs including ATVs and motorcycles are not to be driven around on common ground.

H. No excavation can take place on common ground.

I. Watering of common ground is discouraged and should only be used to keep native grasses in a healthy condition.

J. If an owner wishes to plant trees or any other plants requiring water on common ground it must be submitted as an architectural request and approved by the BOD/the Architectural and Planning Committee as to resistance to drought.

K. Watering can take place only until the trees are established.

4. Parking: Vehicles and trailers may not be parked closer than four (4) feet to any road.

5. Digging/disturbing landscape on lots or common ground

A. When preparing for a structure which lies on the surface (i.e. shed or carport) and requires minimal (less than 12") digging or disturbing of the soil, rock or roadway, Owners are encouraged to perform utility line tracing prior to the initiation of the project.

B. When preparing for structures that lie below the surface, (i.e. trenching, leveling terrain, adding water lines and/or electrical lines, fencing), and/or other projects which require digging or disturbing the soil,

rock or roadway, greater than 12", Owners are required to perform utility line tracing prior to the initiation of the project.

**6. Park opening and closing states:** The Park maintains 4 stages of accessibility and services to members. Stages are determined by temperature, weather conditions and the condition of the road. The BOD is responsible for determining the current stage of the Park and in communicating this to members. The four stages are as follows:

**1. Pre-open:** - The roads are in a firm and/or dry state. Daytime temperatures are well above freezing and night time temperatures hover around or just below freezing. The water to the Park is not turned on.

- a. Padlock is removed and the electronic gate is operational.
- b. Vehicle traffic is allowed; however, caution is advised as some areas take longer time to firm up.
- c. Members are allowed to perform water line repairs and hook-ups. Contractors need to be licensed in the state of Idaho. Prior to the initiation of any work, members need to gain approval from the BOD/the Architectural and Planning Committee using the maintenance request portal in App Folio.

**2. Open** The Park is open. The electronic gate is operational. Daytime and night time temperatures remain above freezing and roads are dry/firm enough to support vehicle weight.

- a. The water system has been cleaned and passed Idaho Health Department standards for water safety.
- b. Bathrooms and the sewer dump are open.
- c. Contractors/owners are prohibited from tying into or revising water lines unless they have the capacity to install the lines without shutting down the Park's water system.

**3. Closed** The Park is closed. While daytime temperatures may be above freezing, night time temperatures are forecasted to be or are below freezing.

- a. The water system is drained and will not be turned back on for the rest of the year.
- b. The bathrooms and the sewer dump are closed.
- c. Members are encouraged to have contractors perform any water hook-ups or revisions to their water lines at this preferred time. Contractors need to be licensed in the state of Idaho. Prior to the initiation of any work, members need to gain approval from the BOD/the Architectural and Planning Committee using the maintenance request portal in App Folio.



- d. The electronic gate remains operational for members and contractors.
4. **Post Close:** Gate is locked. The electronic gate is disengaged. During late fall when precipitation causes the roads to become less firm or snow packed and a risk for damage to the road base by vehicles is determined, the gate to the park is padlocked.
- a. Vehicle traffic is not allowed on the roads. ATVs/side by sides and other off-road vehicles are not permitted on the roads due to the risk of damage to the roads.
  - b. If there is a firm snow pack, (generally at least 12" base) snowmobiles may drive onto the road, providing that they do not disturb the road base.
  - c. Members may walk, ski, sled or snow shoe within the park.
  - d. Members are reminded that the Park is a winter refuge and should refrain from activities which would disturb wildlife. Members are responsible for securing the padlock to the gate.

**Note:** Regardless of the opening phase, if the gate is padlocked, the member unlocking the padlock is required to immediately re-lock it. No vehicular traffic, including any type or kind of OHV is allowed on the roads until the electronic gate is operational.

## **SECTION E: SUSPENSION OF MEMBERSHIP.**

1. Breach by any member or guest of any member of the regulations imposed by the Association and the Second Amended Covenants, Conditions and Restrictions of Bear Lake RV Park No.1, No.2 and No. 3 or failure to pay any assessment or fee lawfully imposed by the Association, shall constitute grounds for suspension of all membership rights, including voting rights, at the discretion of the Board of Directors of the Association.
2. No delay or omission on the part of the Board of Directors in exercising any right, power, or remedy herein provided, in the events of any breach of the conditions contained herein shall be considered as a waiver thereof or acquiesce therein.
3. A waiver of any breach of the conditions contained herein shall not be construed as a waiver of any succeeding breach or violation, and no such waiver shall result in or impose any liability on the Board of Directors.

## **ARTICLE II RENTERS AND VISITORS**

### **SECTION A RENTALS:**

1. Long-term Rentals: Long term rentals are rentals which exceed 14 days.

- a. Registration records must be kept by the BOD on the occupancy of all long-term rentals. As a minimum, the registration form must include the name, date, permanent mailing address, driver's license number, and license plate number for each occupant. While long-term renters may enjoy the natural surroundings and open spaces, they are not members and therefore are unable to vote on Association business.
- b. Long-Term Renters must sign a document stating that they have read the CC&R's and Bylaws and must abide by them. Owners are responsible for providing long-term renters copies of the CC&R's and Bylaws. Long-term renters must register with the Park Manager or Camp Host. Electronic registrations, if provided by the Association, may complete the registration process.
- c. Owners of the lot(s) are responsible for any damages incurred by their renters or guests and may be liable for any other fines based on renter's behaviors and/or compliance of the CC&R's and By-Laws.
- d. Advertising of rental properties within the Park boundaries is not permitted.

#### **SECTION B: Visitors:**

1. Visitors are temporary or day-guests of members and/or registered (long-term) rentals. Members and registered renters are to ensure that their visitor(s) abide by all posted rules, CC&R's and By-laws. Members and registered renters are financially responsible for any damages or fines incurred by their visitors/guests.

## **ARTICLE III: MEETINGS OF MEMBERS**

#### **SECTION A: ANNUAL MEETING.**

1. The Annual Meeting of the members shall be held at an address specified in the "Notice of the Annual Meeting" of each year on the date and at the time specified on said notice.
2. At the Annual Meeting of the Members, the President and Treasurer will report on the activities and financial conditions of the Park.
3. The Annual Meeting shall be the time for carrying on all regular business of the Park, including but not limited to voting on members of the BOD; establishing Committees as needed or recommended by the BOD; filling vacancies on any Committees; reporting on the previous year's budget and presenting the annual budget; voting on any of the above-listed items as needed by the general membership of the Park; and carrying on any other business necessary for the functioning of the Park.

#### **SECTION B: SPECIAL MEETINGS.**

1. Special meetings of the members for any purpose may be called at any time by the President of the Board or as requested by any Director.
2. The Secretary shall request a special meeting upon written request of at least five percent (5%) of the members who have a right to vote.
3. No such subsequent meeting shall be held sooner than either thirty (30) days or more than sixty (60) days following the preceding meeting.

### **SECTION C: NOTICES.**

1. Notice of meetings shall be given to the members by the Secretary in accordance with Idaho Code 30-30-505
2. The Secretary notifies members of the place, date and time of each annual, regular or special meeting of members no fewer than ten (10) days or if notice mailed by other than first class or registered mail, thirty (30) days, nor more than sixty (60) days before the meeting date.
  - a. Notice may be oral or written;
  - b. Notice by electronic transmission is written notice;
  - c. Notice may be communicated: in person; by telephone or voice mail; by telegraph, teletype or other electronic means; or by private carrier;
3. Each member shall register his or her address and e-mail address, and any change to those addresses, with the Secretary within thirty (30) days of any change.
4. Any member not providing notice of current mailing address, phone number, e-mail address, or any changes to the above, cannot hold the Association liable and/or responsible for not providing adequate notice regarding actions and functions of the Association and the conducting of the Association business and voting by its members.
5. The notice of meeting of the Member, whether Annual or Special will include a description of any matters or any matters that require approval by the membership.
6. Members are entitled to the notice of the meeting or special meeting of the membership, upon the completion of their registration thru the Association's AppFolio Account (3<sup>rd</sup> Party Property Management platform) and completed transfer of title to their newly purchased lots not later than 14 days prior to the Annual Membership meeting or Special meeting of the membership.
7. The Secretary or other Board of Director will fix a date as the record date for determining the members entitled to notice and vote. The date of record shall be 14 days prior to the Annual meeting of the Membership or Special meeting of the membership.
8. Upon assigning the record date for the Annual Meeting of the Membership or Special meeting of the membership, the BOD will create an alphabetical list of the names of all its members who are entitled to the notice of meeting

and voting rights. The list must show the address and number of votes each member is entitled to vote at the meeting.

## **SECTION D: VOTING.**

1. To be eligible to cast a vote, either in person or by proxy, members must be in good standing regarding compliance with the Second Amended Covenants, Conditions and Restrictions of Bear Lake RV Park No. 1, No.2 and No.3, and By-Laws and posted resolutions and shall not be in arrears on any annual or special assessments.
2. "Vote" shall mean the single vote cast per site by (a) a single Owner of a site or sites in good standing or (b) a group of multiple Owners of a site or sites in good standing or (c) multiple Owners commonly owning multiple sites in good standing.
  - a. For purposes of elections of the BOD in annual meetings of the Association, owners shall be entitled to one vote per improved site owned. No votes shall be cast in said BOD elections based on ownership of unimproved sites<sup>1</sup>.
  - b. Provided, however, that in the event that the Association or the BOD of the Association propose any (1) increase in assessments that have a financial impact on the unimproved sites, (2) special assessments, (3) assessments for capital improvements, and (4) any other similar financial action or decision proposed to be taken by the Association that may have a financial impact on the unimproved sites, each site owner including the owner or owners of unimproved sites as defined above shall have the right to one (1) vote for each site owned. In the event that the financial impact is to the improved sites only each owner or owners of the improved sites shall have the right to one (1) vote for each such site owned. Such expenditures must be approved by a majority of votes based on the total number of the sites in the subdivision.<sup>2</sup>
  - c. All sites, including unimproved sites as defined shall be subject to approved special assessments and the owners of the sites shall be obligated to pay the approved special assessment. The special assessments shall be pro-rated equally to each site in the subdivision<sup>3</sup>.
3. At any membership meeting, the presence (whether in person or by proxy) of members entitled to vote (but not less than ten percent (10%) shall constitute a quorum for the transaction of business other than special assessments requiring membership approval, as noted above.

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<sup>1</sup> Settlement Case CV-2008-1128 in the District Court of the Sixth Judicial District of The State of Idaho, in and for the County of Bear Lake.

<sup>2</sup> *ibid*

<sup>3</sup> *ibid*

4. Increases to annual assessments made in the ordinary course of business conducted within the limits of a budget adopted by the BOD shall be approved by a majority vote at the designated annual site owners meeting as set forth in the CC&R's and the By-Laws.
5. For the purposes of approving increases for special assessments for capital improvements or other special designated projects (other than regular maintenance as described in Section D Item 3) a vote of at least sixty-six (66) percent of the total votes of the Association (as defined in Section D, paragraph 2), will be required, consisting of the presence of members or member proxies at the annual meeting and/or a special noticed meeting called by the BOD.
6. If the required quorum is not present, (calculated by the total of members present and authorized proxy votes received) another meeting may be called by the BOD or any member subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.
7. Unless one-third (1/3) or more of the voting power is present in person, by proxy by mailed written ballot, by absentee ballot, the only matters that may be voted upon at the Annual meeting or special meetings are those matters that are described in the meeting notice.
8. No such subsequent meeting shall be held sooner than either thirty (30) days or more than sixty (60) days following the preceding meeting.
9. All proxies shall be in writing and be filed with the Secretary before the commencement of the annual meeting. Any proxy given more than eleven (11) months prior to the date of the meeting shall be void.
10. Members entitled to vote at regular or special meetings of the membership shall be members who have purchased a lot or lots, and have completed the registration process thru the Association's AppFolio Account (3<sup>rd</sup> Party Property Management platform) not later than 14 days prior to the Annual Membership meeting or special meeting of the membership.

## **ARTICLE IV: BOARD OF DIRECTORS**

### **SECTION A: MEMBERSHIP AND POWERS.**

1. The Association shall be governed by a Board of Directors consisting of no fewer than five (5) Directors.
2. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board of Directors shall have the power to:
  - a. Appoint and remove, with or without cause, all officers, agents and employees of the Association, to prescribe their duties, fix their compensations, if any, and require of them security or fidelity

bonds as it may deem expedient. (Nothing contained in these By-laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever);

- b. Establish, levy, assess and collect the annual assessments and all other charges;
- c. Maintain and manage property and community facilities belonging to the Association; and

d. Exercise for the Association all powers, duties, and authority vested in or delegated to this Association, except those expressly reserved to the Members;

3. Per Idaho Code 30-30-608, in the event any member of the Board of Directors of this Association shall be absent from two consecutive regular meetings without the approval of the Board, the Board may take action at the meeting in which such second absence occurs to remove director from office. The director may only be removed if a majority of the directors, then in office vote for removal.

## **SECTION B: CONFLICT OF INTEREST**

1. No Director, nor any appointed committee member, acting on behalf of the Board shall be involved with any decision, advise said members, or influence the decision-making process where he or she might be party to or may receive benefits from the final decision.
2. This includes any other arrangement that might be determined to be for a director's or appointed committee member's benefit.
3. It is expected that said persons would make it known to the Board of any conflict of interest and excuse themselves from the decision-making process.
4. It is the prerogative of the Board, if such a conflict of interest has been discovered after the fact, to review said decision and vote again if the added information would affect the outcome of the decision.

## **SECTION C: DUTIES.**

It shall be the duty of the Board of Directors to:

1. Cause to be kept a full, true and accurate record of its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting of the members or at any special meeting when requested in writing by at least five percent (5%) of the full membership;
2. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
3. Fix the amount of the annual assessment;

4. Prepare a roster of the properties and the annual assessments applicable thereto which shall be kept in the office of the Association; and
5. Send written notice of each assessment to every owner subject thereto.

#### **SECTION D: VACANCIES.**

1. Per Idaho Code 30-30-608, a director appointed by the BOD to fill a vacancy of a director elected by the members may be removed without cause by the members, but not the BOD.
2. Vacancies on the BOD shall be filled by the following method:
  - a. If the total number of individuals running for office for that year exceeds the total number of vacancies on the BOD, the BOD shall offer the office to the individual with the next highest number of votes until that list has been exhausted.
  - b. If there are not sufficient individuals who ran for office or the number is not sufficient to fill the vacancies on the BOD, the BOD shall send an electronic message to members requesting volunteers.
  - c. The BOD shall evaluate volunteers for the fitness for office and offer the office to the most qualified individual(s) by affirmative vote of a majority of the remaining Directors, though less than a quorum of the BOD and any such appointed Director shall hold office for the unexpired term of his predecessor in office.

The term of a director filling a vacancy in the office of a director elected by members expires at the next election of directors by members.

#### **SECTION E: RESIGNATION.**

1. A member of the BOD may resign at any time by delivering written notice to the BOD, president or secretary. The resignation is effective when the notice is effective unless the notice specifies a future date, the BOD may fill the pending vacancy before effective date if the BOD provides that the successor does not take office until the effective date

#### **SECTION F: REMOVAL FROM OFFICE.**

1. Per Idaho Code 30-30-608, members may remove one (1) or more of the BOD elected by them without cause. A meeting must be called for the purpose of removing the director and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the director(s).

A meeting of the membership must be called by the Secretary or BOD for the purpose of removing the director upon receiving the written request of at least five percent (5%) of the membership. The meeting notice must state that the purpose or one of the purposes of the meeting is removal of the director(s).

## **ARTICLE V: MEETINGS OF THE BOARD OF DIRECTORS**

### **SECTION A: ANNUAL MEETING.**

1. The Annual Meeting of the Board of Directors shall be held immediately following adjournment of the Annual Meeting of the members in each year.

### **SECTION B: REGULAR MEETINGS.**

1. A regular meeting of the Board of Directors shall normally be held once a month, as determined by Board Resolution, during the months of June, July, and August at the Bear Lake RV Park at a place to be announced for the purpose of conducting Association business with an opportunity for members to provide input as determined by a discussion agenda item.

### **SECTION C: SPECIAL MEETINGS.**

1. Special meetings of the Board of Directors shall be requested by the Secretary upon request by any officer of the Association or by any two Directors.
2. The action of a majority of the Board, although not at a regularly scheduled meeting, shall be valid and effective in all respects if the record of the meeting shall be assented to in writing by all members of the Board.

### **SECTION D EXECUTIVE SESSIONS.**

1. Executive sessions are closed to members, unless specifically invited, pursuant to I.C. § 55-3204. Executive meetings -are held to consider matters of personnel, hiring, bid review, contract negotiation, consultation with attorney, discussion of ongoing or potential litigation, or to discuss sensitive matters related to an individual member's property or assessments, such as violations or delinquent assessments.

### **SECTION E: NOTICES AND WAIVERS.**

1. No notice need be given for the Annual Meeting of the BOD.



2. Notice of any special meeting shall be sufficient when given per Article III, Section C. Notices at least ten days before the meeting, or given personally, or by telephone, or electronically to all BOD not later than seven days before the meeting.
3. No notice need be given to any Director who attends the meeting or to any Director, who, in writing, before or after the meeting, waives such notice.
4. Members will receive notification of regular meetings of the BOD, when the BOD meets face-to-face at the Park, and especially during the months of June, July and August, no less than 5 days prior to the meeting. The notification will include the date, time, place and agenda of the business to be discussed. Other business items may develop during the course of the meeting which may not be on the notification.
5. BOD meetings that are held virtually, will post the date of the meeting and agenda of the meeting. Other business items may develop during the course of the meeting which may not be on the notification. The BOD will make and post a virtual link for members. Members have limited participation in these meetings due to electronic platform constraints. Members are able to present concerns and input to proposed agenda items by informing a BOD either personally, or electronically, 24 hours prior to the meeting.

#### **SECTION F: QUORUM.**

1. At all meetings of the Board, a majority of the Board of Directors shall constitute a quorum; and except as otherwise provided by Law or by the By-laws, the act of a majority of the Directors present shall be the act of the Board.

## **ARTICLE VI: ELECTION OF DIRECTORS**

#### **SECTION A: BALLOTS.**

1. The election of Directors shall be by written ballots as hereinafter provided. Written ballots may include those of an electronic or other virtual nature.
2. Mail in ballots shall also be acceptable if received no later than the day prior to the annual meeting.
3. At each Annual Meeting or at any special meeting called for the purpose of electing or removing Directors, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to through site ownership as defined in Article III, Section D.
4. The nominees receiving the largest number of votes shall be elected.
5. In the case of a tie pursuant to I.C. § 30-30-516, the tie shall be determined by the toss of a coin.

## **SECTION B: NOMINATIONS AND THE NOMINATING COMMITTEE.**

1. Nominations for the BOD shall be made by the Nominating Committee that shall consist of a Director, who shall be the Chairperson of the Nominating Committee.
2. The Nominating Committee shall be appointed by the BOD prior to each Annual Meeting of the members, to serve during such Annual Meeting and until the next Annual Meeting or until its successor shall have been duly designated and qualified.
3. The members of the Nominating Committee shall be on the agenda of the BOD Meeting no later than July 10 of each calendar year.

## **SECTION C: NOMINEES.**

1. The Nominating Committee shall make as many nominations for election to the BOD as it shall determine necessary (but not fewer than the number of vacancies to be filled).
2. Such nominations may be made from among members, as the Committee shall determine with discretion.
3. Nominations shall be placed on a written ballot as provided in Article III Section D and shall be made in advance of the times fixed in Article III Section C for the mailing of such ballots to the members.

## **SECTION D: PROCEDURES.**

1. All elections of the BOD shall be made on written ballots which shall:
  - a. Describe the number of vacancies to be filled;
  - b. Set forth the names of those nominated by the Nominating Committee for such vacancies;
  - c. Contain a space for a write-in vote by the members for each vacancy; and
  - d. Contain a proxy form for members unable to attend but wishing to vote in abstention.
2. Such ballots shall be prepared and mailed, emailed or personally delivered by the Secretary or designee to the members in advance of the date set forth therein for a return (which shall be a date not later than the day before the Annual Meeting of the membership or any Special meeting called for the purpose of electing Directors).

## **SECTION E: TERMS.**

1. To provide for continuity and the efficient administration of the affairs of the Association, the election of the BOD shall be as follows:
  - a. Each Director shall serve for 3 years.
  - b. Directors may run for additional terms.

## **ARTICLE VII: OFFICERS**

### **SECTION A: OFFICERS.**

The officers of the Association shall be a:

1. President;
2. Vice President;
3. Secretary;
4. Treasurer;
5. Member At large; and
6. Past President shall be an ex-officio member of the Board.

### **SECTION B: ELECTION BY BOARD OF DIRECTORS.**

1. Officers shall be elected at such Annual Meeting of the BOD, and each officer shall hold office until the next Annual Meeting of the BOD and until-successor shall have been duly elected and qualified or until their earlier death, resignation, or removal in accordance with the By-Laws.
2. The officers shall be chosen by a majority vote of the Directors through unanimous agreement.
3. The President and Treasurer shall be elected at the Annual Meeting of the BOD and shall remain as President or Treasurer for the remainder of their term or 3 years, whichever comes first.
4. Each other officer shall hold office until the next Annual Meeting of the BOD and remains on the BOD until their term expires or until their earlier death, resignation, or removal in accordance with the By-Laws.

### **SECTION C: PRESIDENT AND DUTIES.**

1. The President shall be the chief executive officer of the Association and as such shall have general supervision of the affairs and property of the Association and over its several officers, subject to the direction of the Board of Directors.
2. The President shall, if present preside over all meetings of the Board of Directors and shall generally do and perform all acts incident to the office of President.

3. The President shall insure that adequate separation of duties is maintained to insure accountability within the Board of Directors. No single officer shall be solely responsible for more duties than those described within the written job descriptions.
4. The President may sign in the name and on behalf of the Association all notes, leases, mortgages, deeds and all other instruments authorized by the Board, except where the Board shall delegate the execution thereof to some other officer or agent of the Association.

#### **SECTION D: VICE PRESIDENT AND DUTIES.**

1. In the event the President is unable to perform their duties, the Vice President shall act as defined in Section C above.
2. The Vice President shall perform all other functions as assigned by the President.

#### **SECTION E: SECRETARY AND DUTIES.**

1. The Secretary shall record the votes and keep the minutes of all proceedings in a book or on a computer disk or other electronic format to be kept for the purpose of historical record.
2. The Secretary shall keep and maintain the records of the Association.
  - a. These records will be held for a minimum of 10 years.
3. The Secretary shall record the names and addresses of all members of the Association, shall see that all notices are duly given as required by the By-laws, Second Amended Covenants, Conditions and Restrictions of Bear Lake RV Park No. 1, No. 2 and No. 3 or applicable law.
4. The Secretary shall perform all other functions as assigned by the President.

#### **SECTION F: TREASURER AND DUTIES.**

1. The Treasurer, or a third party selected by the BOD, shall, at the direction of the BOD, send written notice of annual assessments to every member and shall receive and maintain proper books of account for all assessments paid.
2. The Treasurer or said appointed officer shall deposit in bank accounts approved by the BOD all monies of the Association.
3. All checks issued for sums greater than Five Thousand (\$5,000), require two signatures, the President and Treasurer, as directed by a resolution of the BOD (provided, however that a resolution of the BOD shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the BOD). If it is unreasonable (i.e. constraints relating to time and distance factors) to obtain 2 signatures, as described above, the BOD may create a resolution to allow for one signature for sums greater than Five Thousand (\$5,000) dollars.

4. The Treasurer or appointed officer shall keep or cause to be kept through a third party, proper books of account and prepare a Treasurer's report, an annual budget and an annual balance sheet statement.
5. Treasurer's report, the budget and balance sheet statement shall be presented to the membership at its Annual Meeting.
6. The Treasurer shall perform all other functions as assigned by the President.

### **SECTION G: MEMBER AT LARGE.**

1. The Member at Large shall be the chairperson of the Architecture and Planning Committee.
2. The chairperson shall receive, process (to include physical assessment of requests to ensure compliance), and keep the records of applications for site improvements as required and allowed by the Bylaws and the Second Amended Covenants, Conditions and Restrictions.
3. The chairperson shall report to the Board any and all request approvals and denials for any site improvements as requested by the owners.
4. The Member at Large shall perform all other functions as assigned by the President.

### **SECTION H: PAST PRESIDENT AND DUTIES.**

1. The Past President shall serve at the discretion of the President.
2. The Past President position will be for the length of the current President's term, or until a new President is elected.
3. The Past President shall be responsible for helping the transition from one president to another, in the transferring of records and documents to the new officers, and other duties as deemed by the current President.

## **ARTICLE VIII: ANNUAL ASSESSMENTS**

### **SECTION A: ANNUAL ASSESSMENTS.**

1. An annual assessment shall be adopted at the annual membership meeting to enable to Association to:
  - a. Properly maintain the private roads, common areas, recreational facilities, cabin, bathrooms, and other amenities within the plats and/or owned by the Association;
  - b. Provide utility systems and services, including but not limited to electricity, water, sewer, and garbage collection;

- c. Provide for the administration of the business of the Association, and to construct, maintain, or repair any improvements upon property within the plats and/or owned by the Association;
  - d. Pay any taxes due; and
  - e. Pay for needed legal fees for the administration of the Association.
  - f. The BOD of the Association shall be empowered to annually assess equally each site held by the members, thereof and in accordance with the Settlement Case CV-2008-128 in the District Court of the Sixth Judicial District of the State of Idaho, in and for the County of Bear Lake thereof and in accordance with the Second Amended Covenants, Conditions and Restrictions of Bear Lake RV Park No. 1, No. 2 and No. 3 and the Association By-Laws and through a proposed budget for approval and adoption by a majority of the members present and any authorized proxy votes from members in good standing received prior to the annual meeting of the Association.
2. Any sums collected from the members for the purpose of constructing improvement upon property within the plats and/or owned by the Association, or for the purpose of establishing reserves for the construction and maintenance of such improvements, shall be deemed contributions to the capital of the Association, to be distributed pro rate to the members upon dissolution of the Association.
  3. Any such assessment shall have the assent of a simple majority of the members present at the Annual meeting of the membership and any proxy votes received.
  4. If a budget is not approved by the membership the most current assessment and budget will prevail.

## **SECTION B: SPECIAL ASSESSMENTS.**

1. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year or years so stated only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least sixty-six (66) percent-of the members present and any proxy votes received.
2. All special assessments, when presented for voting upon, are to state the following:
  - a. The purpose or intent of the assessment;
  - b. The length of time the assessment will apply (number of year(s) and/or months);
  - c. The total amount of the special assessment shall be assessed as provided in Article VIII Section B and Article VIII Section F;
  - d. The total amount of the assessment over the determined period of assessment;
  - e. If financing is required, the amount of interest, the amount of the load, the lender, and all pertinent information relating thereto.

## **SECTION C: AMOUNT.**

1. The Board of Directors will annually consider and adopt a budget in an amount sufficient to operate and manage the affairs of the Association, and the facilities available to the members and will provide adequate reserves which will be the basis for the determination of the annual assessments on sites held by the members.
2. The annual budget shall include amounts to:
  - a. Enable the Association to properly maintain the private roads, common areas, recreational facilities and other amenities within the plats and/or owned by the Association;
  - b. Provide utility systems and services, including but not limited to electricity, water, sewer and garbage collection;
  - c. Provide for the administration of the business of the Association;
  - d. Payment of taxes required for operation of the Park;
  - e. Construct, maintain or repair any improvements upon property within the plats and/or owned by the Association; and
  - f. Pay for legal fees for the administration of the Association.
  - g. The Board of Directors of the Association shall be empowered to annually assess each site held by the members, thereof and in accordance with the Second Amended Covenants, Conditions and Restrictions of Bear Lake Park No. 1, No. 2 and No. 3 and presented to the members through a proposed budget for approval and adoption by the members at the annual meeting of the Association.
  - h. If a Special assessment is requested by the Board, the Special assessment will be voted upon separate and apart from the regular annual budget per the voting requirements of the CC&R's for Special assessments.
3. The annual budget shall include, in a separate section of the annual budget, a special report regarding the Special assessment. This report will provide at least the following:
  - a. When the assessment was approved;
  - b. The term of the assessment;
  - c. The total dollar amount of the assessment;
  - d. The annual dollar assessment amount to be received;
  - e. The annual dollar site assessment amount;
  - f. The designated purpose of the special assessment; and
  - g. The amount received and expended to date.

4. All member assessments, annual and special, shall be determined and fixed at a uniform rate for all sites except as noted in Article VIII, Section C, and Article VIII, Section F.

#### **SECTION D: DUE DATES.**

1. The annual assessments shall be payable by the members to the Association on or before the thirty-first (31<sup>st</sup>) day of March of each year, for the ensuing year.
2. The Board of Directors of the Association shall fix the amount of the annual budget and assessments by the first day of December of each year, and written notice of fees so fixed shall be sent to each member during December at their last recorded address.
3. Any member may request in writing to the Board to:
  - a. Be allowed to make payments of regular assessments and special assessments based upon a stated hardship to be made on a prorated monthly basis for the budget year if the Association members so approve at the annual meeting;
  - b. No more than ten percent (10%) of the Association members may be allowed to pay prorated monthly assessments in any given year;
  - c. The requests to be considered will be on a first come basis as determined by United States Postal Service stamp date or UPS or FedEx stamp date;
  - d. The monthly prorated payment will be for the current budget year in which the budget and request is approved by the membership;
  - e. Any prorated monthly payment will be permitted for one (1) year only, and not two (2) years in succession;
  - f. Beginning the third (3<sup>rd</sup>) year the member will be required to again apply for the monthly prorated payment;
  - g. The purpose of the limitation is the potential financial impact on the annual operating budget when start-up expenses are incurred for the budget year and opportunity for other members to participate in the prorated payment plan.
4. All assessments will be considered late if not received on or before March 31 of the ensuing or budget approval year. If assessment payments are not received by this date penalties will apply as stated in the Article VIII, Section E, Past Due Penalties. If a budget is not approved the most current assessments will be considered late if not received on or before March 31 of the current calendar year.

#### **SECTION E: PAST DUE PENALTIES.**



1. All assessments thirty (30) days past due will have interest applied to the balance at the rate of nine percent (9%) per annum.
2. A service charge of seventy-five dollars (\$75) may also be charged by the Board.
3. All assessments ninety (90) days or more past due are subject to being sent to collection and lien by the Association as determined by the Board of Directors.

## **SECTION F: SITES.**

An “unimproved site”<sup>4,5</sup> is defined as those sites: (1) which have not been sold or transferred or that may be transferred in bulk sales of not less than ten (10) sites, and (2) that have not been put into “actual use”.<sup>6</sup>

1. A site shall be determined to have been put into “actual use” when a site or sites are sold in quantities of less than ten (10) sites or an end user occupies the site with a recreational vehicle such that utilities including electricity and/or water are consumed thereby.<sup>7</sup>
2. The “unimproved sites” will be assessed annual maintenance fees of \$30.00 per site per year beginning 2010.<sup>8</sup>
3. The annual maintenance fee of \$30.00 per site assessed to the unimproved sites shall continue to apply to transfers, assignees and/or successors so long as the ownership of the sites is transferred in bulk transactions of not less than ten (10) unimproved sites. In the event that any of the unimproved sites are put into “actual use” as defined above, the site or sites shall then be assessed the full annual maintenance fee in an amount equal to all other improved sites.<sup>9</sup>
4. When a site owner of an “unimproved site” sells and /or transfers ownership of the site to another owner(s), whether an individual site or bulk sites sale or transfer, within thirty (30) days of the recording of the sale and/or transfer (the postmark date will serve as the official notice date), the New Owner must notify in writing to the Association the following information to maintain the “unimproved site” status:
  - a. Date of the sale or transfer of site(s);
  - b. Site number(s) purchased or transferred;
  - c. The name of each Site owner(s);
  - d. The mailing address of each Site owner(s);
  - e. The phone number of each Site owner(s); and

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<sup>4</sup> Sites: 19, 21, 22, 23, 33, 70, 71, 72, 73, 74, 79, 80, 81, 86, 87, 88, 89, 92, 93, 95, 96, 97, 98, 99, 100, 101, 102, 103, 109, 110, 111, 117, 118, 119, 120, 121, 132, 133, 134, 135, 136, 137, 139, 140, 141, 142, 156, 157, 158, 164, 165, 166, 167, 170, 174, 179, 180, 181, 192, 193, 194, 195, 196, 197, 198, 199, 200, 204, 205, 206, 207, 208, 210, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 245, 246, 273, 274, 281, 284, 285, 286, 287, 288, 289, 290, 291, 292, 295, 319, 320, 321, 322, 323, 324, 325.

<sup>5</sup> The unimproved sites referenced above are those as of the date of the settlement agreement. These site definitions and applications will no longer apply when sold according to the provisions of the settlement agreement.

<sup>6</sup> Settlement Case CV-2008-128 in the District Court of the Sixth Judicial District of The State of Idaho, in and for the County of Bear Lake.

<sup>7</sup> Ibid.

<sup>8</sup> Ibid.

<sup>9</sup> Ibid.

- f. The E-mail address(s) of each Site owner(s).

## **SECTION G: TAXES ON SITES AND COMMON AREAS.**

1. All sites are owned by an individual and/or groups of individuals. Therefore, the payment of the County of Bear Lake taxes are the responsibility of the site owner(s) and are to be paid each year according to the County of Bear Lake tax due dates.
2. The "Common Areas" are taxed and are included in pro-rate portions to each site and therefore are included in the site tax bill received and paid by the site owner(s) each year.

## **ARTICLE IX: COMMITTEES**

### **SECTION A: STANDING COMMITTEES.**

1. Standing committees of the Association shall be the:
  - a. Nominating Committee;
  - b. Maintenance Committee;
  - c. Audit Committee;
  - d. Architecture and Planning Committee;
  - e. Community Governance Committee.
2. Unless otherwise provided herein, each committee shall consist of a Board member who shall act as chairperson and two or more members as determined by the Board.
3. Each committee shall be appointed by the Board of Directors at its Annual Meeting to serve until the next Annual Meeting of the Board and until its successors shall have been duly elected and qualified, except that the Nominating Committee shall be appointed in accordance with Article VI, Section B, above and the Architectural and Planning Committee will be appointed consistent with the Second Amended Covenants, Conditions and Restrictions of Bear Lake RV Park No. 1, No. 2 and No. 3.

### **SECTION B: NOMINATING COMMITTEE.**

1. The Nominating Committee shall have the duties and functions according to the provision set forth in these By-Laws the following:
  - a. Solicit and receive nominations for Board of Directors position(s);
  - b. Prepare election ballots for distribution;
  - c. Mail, email and distribute ballots;

- d. Tally the ballots received at the annual elections described in Article VI.
2. The Nominating Committee shall be composed of two (2) members plus the Chairperson. The committee members shall be site owners in good standing.
3. The Member At Large shall be the Chairperson of the committee.

### **SECTION C: MAINTENANCE COMMITTEE.**

1. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of any common property or community facilities within Bear Lake RV Park, and shall perform such other functions as the Board shall determine necessary.
2. The Maintenance Committee shall be composed of two (2) members plus the Chairperson. The committee members shall be site owners in good standing.
3. The Vice President shall be the Chairperson of the committee.

### **SECTION D: AUDIT COMMITTEE.**

1. The Audit Committee shall make an annual review of the Association's books and recommend the annual budget and balance sheet statement to the Board of Directors to be presented to the members at their Annual Meeting(s).
2. The Audit Committee shall be composed of two (2) members plus the Chairperson. The committee members shall be site owners in good standing.
3. The Treasurer shall be the Chairperson of the committee.

### **SECTION E: ARCHITECTURAL AND PLANNING COMMITTEE.**

1. The Architectural and Planning Committee shall have broad responsibility for supervision in all aspects of any and all improvements to be constructed, remodeled, altered, or added to any site or common area within the plats following the procedures detailed in the Second Amended Covenants, Conditions and Restrictions of Bear Lake RV Park No. 1, No. 2 and No. 3., current By-Laws and Posted resolutions.
2. The Architectural and Planning Committee shall be composed of not less than two (2) and not more than four (4) members plus the Chairperson. The committee members shall be site owners in good standing.
3. The Member at Large shall be the Chairperson of the committee.

### **SECTION F: COMMUNITY GOVERNANCE COMMITTEE.**

1. The Community Governance Committee has the responsibility of reviewing and making recommendations to the Association Board of Directors on matters of the park, concerning but not limited to and as given direction by the Present, over the following matters:
  - a. Site owner(s) concerns;
  - b. Rules and regulations and enforcement of the same to be approved and posted by site owner(s);
  - c. Any surveys to be conducted relating to the betterment of the park, i.e., for construction on common areas;
  - d. Conducting surveys of site owners regarding rules and regulations of the park, construction projects and desires in the park; usage of the Park, other activities and projects;
  - e. Provide for and organization of various social events for site owners; and
  - f. Provide for and ensure the proper registration and collections of fees for site owner guests and groups utilizing the park facilities.
2. The committee shall be composed of four (4) members plus the Chairperson. The committee members must be site owners in good standing.
3. The Secretary will be the Chairperson of the committee.

#### **SECTION G: AD HOC COMMITTEES.**

1. The Board of Directors may appoint ad hoc committees as they deem appropriate.

#### **SECTION H: GENERAL DUTIES.**

1. It shall be the duty of each committee member to receive suggestions from the members on any matter involving Association function, duties and activities within the field of its responsibility.
2. It shall act on such suggestions by referral to the appropriate committee for consideration or to the full board for consideration and action.

### **ARTICLE XI: BOOKS AND PAPERS**

#### **SECTION A: AVAILABILITY.**

1. In accordance with Idaho Code, 30-300-1102 the books and written records of the Association shall at all times, during reasonable business hours, be subject to inspection by a member upon written request to the President specifying the reason thereof.

2. A member is entitled to inspect and copy, at a reasonable time and location, specified by the Association, any of the records of the Association described in Idaho Code, if the member gives the Association written notice or a written demand at least fifteen (15) business days before the date on which the member wishes to inspect and copy.
3. At no time shall a member remove from the Association files, any documents or papers.
4. The Association will maintain records of minutes, accounting records in either hard copy or electronic form for the duration of the Association's existence.
5. All written communications to members will be maintained for at least seven years.
6. Without consent of the BOD a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a member's interest as a member and cannot be used to solicit money or property and can only be used to solicit the votes of the members in an election to be held by Park.

## **ARTICLE XII: AMENDMENTS**

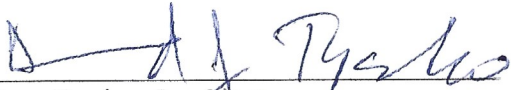
### **SECTION 1: AMENDMENT PROCEDURES.**

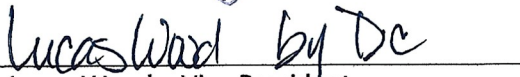
1. Per Idaho Code 30-30-703 the By-Laws may be amended by:
  - a. A simple majority vote of the Directors of the Association if the amendment does not relate to the number of directors, the composition of the board, the term of office of directors, or the method or way in which directors are elected or selected ; or
  - b. A vote of simple majority of the site owners in person or represented by proxy at a regular or special meeting of the Association.
2. These By-Laws will also be considered amended by and through the amendment of the Second Amended Covenants, Conditions and Restrictions of Bear Lake RV Park No. 1, No. 2 and No. 3 whereby sixty-six percent (66%) of the site owners are required to the Second Amended Covenants, Conditions and Restrictions of Bear Lake RV Park No. 1, No. 2 and No. 3.
3. Any amendments of the Second Amended Covenants, Conditions and Restrictions will automatically be considered applicable and become part of the By-Laws, whereby not requiring a separate approval for inclusion in and revision to the By-Laws at such time the Second Amended Covenants, Conditions and Restrictions are amended.

### **SECTION B: RESOLUTION OF CONFLICTS.**

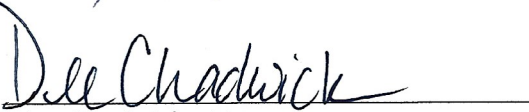
1. In the case of any conflict between these By-Laws and the Second Amended Covenants, Conditions and Restrictions of Bear Lake RV Park No. 1, No. 2 and No. 3, the Second Amended Covenants, Conditions and Restrictions of Bear Lake RV Park No. 1, No. 2 and No. 3 shall prevail.

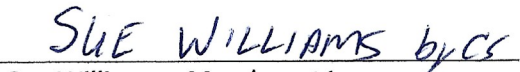
APPROVED BY MAJORITY VOTE OF THE MEMBERSHIP ON September 2, 2023. Final version approved and attested to by the Board of Directors on June 22, 2024.

  
\_\_\_\_\_  
Dave Tyszko - President

  
\_\_\_\_\_  
Lucas Wood - Vice President

  
\_\_\_\_\_  
Cathy Szumigala - Secretary

  
\_\_\_\_\_  
Dee Chadwick - Treasurer

  
\_\_\_\_\_  
Sue Williams - Member at Large