BY-LAWS OF

BOISE RESEARCH CENTER PROPERTY OWNERS ASSOCIATION, INC.

Whereas the owners of lots in the Boise Research Center have incorporated a Property Owners Association for the mutual benefit, health, welfare, appearance and full enjoyment of their respective properties and to provide for the operation, maintenance and care of certain areas of common interest and concern, the following provisions shall apply to the Boise Research Center (Center).

The Association and its members shall adhere to and be governed by the Covenants, Conditions and Restrictions (CC&Rs) which have been adopted for the Center and as the same may from time to time be amended. Article III, Owner's Association provisions of the CC&Rs, are herein incorporated by reference and made a part hereof.

Design Standards adopted under the CC&Rs and the CC&Rs in combination shall provide the basic guidelines for building, landscaoing and use standards.

The Association will provide for the continuing integrity of the Center, its appearance, it functioning, and adhere to adopted standards.

MEMBERSHIP

Each owner of a Building Site shall automatically and irrevocably be a member of the Owners Association by virtue of such ownership. Tenants of owners shall not be members. However, each Owner with a vote may assign that voting right to which it is entitled to its tenant or tenants on such terms as they may agree upon. Such ownership of any such lot shall be the sole qualification for becoming a member, and shall automatically commence upon obtaining ownership and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. The Association shall maintain a member list and may require written proof of any member's lot ownership interest.

The financial reports, books and records of the Association may be examined, at reasonable times, by any member or mortgagee.

MEETINGS AND
OFFICERS AND DIRECTORS

An annual meeting of members shall be held on the first Tuesday of February of each year or at such other time specified by the Board of Directors.

At an annual meeting called pursuant to notice as herein provided for the establishment of annual assessments, a Board of Directors of the Association shall be elected by ballot of those attending said meeting and voting by proxy, provided that the total of all votes cast shall represent a quorum as hereinafter provided.

There shall be three directors elected to serve, one for one year, one for two years, and one for three years. Thereafter directors later elected shall serve for three years. Election shall be by popular vote and cumulative voting, the nominees receiving the three highest vote totals shall be deemed elected. Each member shall be entitled to vote for three nominees per membership at the first meeting; thereafter for one.

In the event any director shall be unable to complete the term for which elected, the remaining directors are empowered to appoint a substitute to serve out the unexpired term.

The Board of Directors shall elect one of their number to serve as Chairman or President, one as Vice-Chairman or Vice-President, one as Secretary, and one as Treasurer.

VOTING RIGHTS AND ASSESSMENTS

Each membership shall have one vote for each 10,000 square feet of land and floor space of completed buildings owned by the member within The Boise Research Center, truncated to the lower whole number.

The presence of members holding fifty percent (50%) of the total voting right of the Association shall constitute a quorum of the members at a meeting, and except otherwise proceeded in these By-laws or law, a vote of over fifty percent (50%) of the voting rights present shall constitute the decision of the membership.

All assessments shall be made upon and prorated among the memberships based upon the number of their voting rights.

PROPERTY RIGHTS

1. Common Areas:

The Association shall operate, control and maintain all common areas.

2. Member's Easements of Enjoyment:

(a) Members shall be entitled to enjoyment in or use of common areas lying outside private property boundaries only. Where common areas are located upon private property the Association maintains the common areas without any right of other use for itself or its membership thereon, except where easements for common use exist or shall be granted.

(b) The Association shall have the right to own or to dedicate or transfer all or any part of common areas to any public agency or authority except where such areas are within private property boundaries. In such cases owners of the private property must concur in any such transfer. Otherwise, the right of the Association to dedicate or transfer all or any part of the common areas to any public agency authority, or utility for such purposes is subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless authorized by two-thirds (2/3) of the votes of the total votes of the Association at a special or general members' meeting and an instrument signed by the Chairman and Secretary has been recorded on the apropriate county deed records, agreeing to such dedication or transfer, and unless written notice of proposed action is sent to every member not less than fifteen days nor more than thirty days prior to such dedication or transfer: and

(c) The Association has the right to suspend any voting rights for any period during which any assessment against a member's property remains past due.

MAINTENANCE ASSESSMENT AND MORTGAGEE RIGHTS

1. Creation of the Lien and Personal Obligation of Assessments.

Each owner of any lot by acceptance of a deed or contract purchase therefore whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association (1) regular annual or other regular periodic assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments together with such interest thereon and cost of

collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the obligation of the owner of such property at the time such assessment was levied. The obligation shall remain a lien on the property until paid or foreclosed, but shall not be a obligation of successors in title unless expressly assumed by them.

2. Purposes of Assessments.

The assessments levied by the Association shall not be used for any purpose other than promoting the recreation, health, safety and welfare of the owners, occupants, and their employees and visitors and in particular for the improvement and maintenance of said property, and any common area, the services and facilities devoted to this purpose and related to the use and enjoyment of any common area. Subject to the above provision, the Association Directors shall determine the use of assessment proceeds.

3. Assessments.

(a) Regular assessments shall be determined by the Board of Directors of The Association. The Board of Directors also has the authority to establish a capital reserve fund to minimize special assessments.

4. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments created herein;

(a) all properties expressly dedicated to and accepted by a local public authority,

(b) any other properties owned by the Association.

(c) All undeveloped (unplatted) portions of the project property.

5. Association Budget.

The Association shall prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair, and other common expense for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Association for the next calendar year growing out of or in connection with the maintenance and operation of common areas and improvements and may include, among other things, the cost of maintenance, management, special assessments, fire, casualty and public liability insurance, common lighting, landscaping, and care of grounds, repairs, renovations and paintings to common areas, snow removal, wages, water charges,

legal and accounting fees, management fees, expenses and liabilities incurred by the Association from a previous period, and the creation of any reasonable contingency or other reserve fund, as well as all costs and expenses relating to the common area and improvements.

6. Amending.

The Corporation reserves the right to amend, alter, change or repeal any provision herein contained in the manner now or hereafter prescribed by statutes, and all rights conferred upon stockholders herein are granted subject to this reservation.

7. Office Location.

The registered office of this Corporation in the State of Idaho shall be 9512 Fairview Avenue, Boise, Idaho, 83704, or such other place within the County of Ada, as the Board of Directors may hereafter determine. The name of the registered name at such address is Boise Research Center Property Owner's Association, Inc.

INSURANCE

The Board of Directors are empowered to obtain appropriate liability, casualty, fire or errors or ommissions of other insurance to properly protect the actions of the Association or facilities maintained, owned or controlled by the Association as a cost of operation to the Association.

DATED this 8 day of February, 1989.

Edward A. Johnson

Edward A. Johnson

STATE OF IDAHO)
) ss.
County of Ada)

On this 8th day of February, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Edward A. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Beverly J. Mafsinger

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 4/28/93

BEVERLY J. MAFSINGER
NOTARY
PUBLIC
STATE OF IDAHO