

**BYLAWS**  
**OF**  
**FORSYTHIA PLACE HOMEOWNERS ASSOCIATION, INC.**

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ARTICLE I. NAME AND LOCATION.

The name of the corporation is FORSYTHIA PLACE HOMEOWNERS ASSOCIATION, INC. The principal office of the Association shall be located at 9601 W State Street, Suite 203, Boise, ID 83714, but meetings of Members and directors may be held at such places within the State of Idaho, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS.

The following terms shall have the following meanings:

**“ASSOCIATION.”** The FORSYTHIA PLACE Homeowners Association, Inc., an Idaho nonprofit corporation.

**“COMMON AREA.”** Property within or adjacent to the Subdivision in which the Association owns an interest or controls, including any easement herein granted to the Grantor and/or the Association, or reserved on the official plat of the Subdivision, or which the Association is required to repair and maintain, and which is held, controlled, repaired and maintained for the betterment of the Lots within the Subdivision.

**“DECLARATION.”** The Master Declaration of Covenants, Conditions, Restrictions and Easements for FORSYTHIA PLACE, recorded as Instrument No. \_\_\_\_\_ in the records of Ada County, Idaho, as it may be amended.

**“GRANTOR.”** shall mean and refer to PV WH Forsythia LLC, its successors and assigns pursuant to the terms of the Declaration

**“LOT.”** A portion of the Property which is a legally described tract or parcel of land within the Property or which is designated as a Lot on any recorded subdivision plat relating to the Property.

**“MEMBER.”** Any person(s) who is an Owner of a Lot within the Subdivision.

**“OWNER.”** Shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot Owners do not include those having an interest in a Lot merely as holders of a mortgage, deed of trust or security for the performance of an obligation.

**“PROPERTY.”** Shall mean and refer to the real property consisting of FORSYTHIA PLACE, according to the official plat thereof filed in Book 115 of Plats at Pages 17237 thru 17240 records of Ada

County, Idaho, and every part, parcel, and Lot thereof, and shall further mean and refer to such additional real property as may hereafter be made subject to the Declaration.

**“SUBDIVISION.”** Shall have the same meaning as Property.

### ARTICLE III. MEETINGS OF MEMBERS.

Section 1. Annual Meetings: The Association shall hold an annual meeting of its Members. The first annual meeting of the Members shall be held within one (1) year from the date of turnover by Grantor to the homeowners. The annual meeting of the Members shall be held each year before May 31st, or as soon thereafter as the Board of Directors determines, during which the Members will elect the Board of Directors and take up such other business as may properly come before the meeting.

Section 2. Special Meetings: Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings: Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days no more than thirty (30) days before such meeting to each Member, addressed to the Member’s address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum: For an annual meeting, the presence at the meeting of a Member holding a Class B Member and/or Class A Members or their proxies entitled to cast twenty percent (20%) of the votes of Class A Members shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. In the event a quorum is not achieved at any annual meeting, the President of the Association may elect to reconvene the annual meeting, at which meeting a quorum shall be met upon the attendance of any Class B Member or Class A Members or their proxies entitled to cast ten percent (10%) of the votes of Class A Members. For any other meeting of the Members, the presence at the meeting of Members or their proxies entitled to cast twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws.

Section 5. Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary at least 48 hours before the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot after said meeting that proxy is specifically designated for.

Section 6. Voting Rights: The Association shall have two (2) classes of voting membership:

**CLASS A.** Class A Members shall be all Owners of Lots within the Subdivision, with the exception of the Grantor, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

**CLASS B.** Class B Member(s) shall be the Grantor, who shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership.

#### ARTICLE IV. BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE.

Section 1. Number: The affairs of this Association shall be managed by a board of not less than three (3) directors nor more than five (5) directors.

Section 2. Term of Office: Until the first annual meeting of Members, the directors of the Association shall be those individuals designated during incorporation or their successors. Directors shall be elected by the Members at the annual meeting of Members as follows: one director for one year, one director for two years and one director for three years. If there are more than three directors, each additional director shall serve for three years. All directors shall hold office until their respective successors are elected.

Section 3. Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation: No director shall receive compensation for any service they may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS.

Section 1. Nomination: Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made from among Members.

Section 2. Election: Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI. MEETING OF DIRECTORS.

Section 1. Regular Meetings: Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings: Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 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 director's present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Taken Without A Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE VII. POWERS AND DUTIES OF BOARD OF DIRECTORS.

Section 1. Powers and Duties: The Board of Directors has the powers and duties necessary for the administration of the affairs of the Association, as more fully set forth in the Declaration, and may do all such acts and things as are not by law, the Declaration, the Articles or by these Bylaws directed to be exercised and done exclusively by the Owners, Members and/or Grantor. Without prejudice to such foregoing general powers and duties, and such powers and duties as set forth in the Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

- A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- B. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.
- C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration; and
- D. Employ managers, independent contractors or such other employees as the board deems necessary and to prescribe their duties.
- E. Cause to be kept a record of all its acts and corporate affairs
- F. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- G. As more fully provided in the Declaration to:
  1. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  2. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  3. Perfect and foreclose upon liens against Lots for which assessments are not timely paid and/or to bring an action at law against the Owner personally obligated to pay the same.

- H. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- I. Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- J. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- K. Cause the Common Area to be maintained as more fully provided for in the Declaration; and
- L. Perform or cause to be performed all other duties imposed upon the Association or the Board by the provisions of the Declaration.

#### ARTICLE VIII. OFFICERS AND THEIR DUTIES.

Section 1. Enumeration of Offices: The officers of this Association shall be a president and vice president, who shall at all times be Members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time create by resolution.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments: The Board may elect such other officers as the affairs of the 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.

Section 5. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties: The duties of the officers are as follows:

- A. President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.
- B. Vice President: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- C. Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing names of Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.
- D. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

#### ARTICLE IX. COMMITTEES

The Architectural Review Committee shall be appointed as provided for in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X. BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI. ASSESSMENTS

As more fully provided in the Declaration, each Owner is obligated to pay to the Association regular, special and limited assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time-to-time, or if none is so set, at an annual rate of eighteen percent (18%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges

shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

## ARTICLE XII. AMENDMENTS

The Bylaws of the Association may be altered, amended, or new Bylaws adopted, at any regular meeting or at any special meeting of the Members thereof called for that purpose, by the affirmative vote of two-thirds (2/3) of the Members at the meeting; provided further, however, that notwithstanding the foregoing, Grantor may amend these Bylaws without Member approval during the time in which Grantor remains in control of the Association.

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XIII. INDEMNIFICATION

Section 1. Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the Association; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees and costs and any expenses of establishing a right to indemnification.

Section 2. Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Association to procure a judgment in its favor) by reasons of the fact that such person is or was an agent of this Association, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such person's duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

Section 3. Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 2 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 4. Advancing Expenses: The Association shall advance, prior to the final disposition of any proceeding, promptly following request therefor, all expenses incurred by any agent in connection with such proceeding upon receipt of any undertaking by or on behalf of such person to repay such amount.

Section 5. Determination of Standard of Conduct. Indemnification under this Article shall be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 2, as determined by (a) majority vote of Directors who are not parties to such proceeding; (b) approval or ratification by the affirmative vote of a majority of the total voting power of the Association as cast by the Members at a duly held meeting of the Association at which a quorum is present; (c) the court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Association; or (d) independent legal counsel in written opinion, engaged at the direction of a majority of disinterested Directors.

Section 6. Survival of Rights: The rights conferred on any person by this Article XIII shall continue as to a person who has ceased to be a director, officer, employee or other agent and shall inure to the benefit of the heirs and personal representatives of such a person. Any repeal or modification of this Article XIII shall only be prospective and shall not affect the rights under this Article XIII in effect at the time of the alleged occurrence of any act or omission to act that is the cause of any proceeding against any director, officer, employee or agent of the corporation. If this Article XIII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each director or officer to the full extent permitted by any applicable portion of this Article XIII that shall not have been invalidated, or by any other applicable law.

Section 7 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

#### ARTICLE XIV. MISCELLANEOUS

Section 1. Checks, Drafts and Documents. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 2. Execution of Documents. The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have the power or authority to bind the Association by any contract or engagement or to pledge the Association's credit or to render the Association liable for any purpose or in any amount.

Section 3. Fiscal Year. Unless otherwise determined by the Association's Board of Directors, the fiscal year of the 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.

The foregoing Bylaws shall be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Craig Hammett, Director

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Jay Ross, Director

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Mike Badner, Director