# BY-LAWS OF

# LAKEWOOD UNIT NO. 5 HOMEOWNERS ASSOCIATION, INC.

### ARTICLE I

### NAME AND LOCATION

The name of the corporation is LAKEWOOD UNIT NO. 5
HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the
"ASSOCIATION." The principal office of the corporation shall be
located at Boise, Idaho, but meetings of members and directors may
be held at such places within or outside of the State of Idaho, as
may be designated by the Board of Directors.

#### ARTICLE II

#### DEFINITIONS

Section 1. "Association" shall mean and refer to the LAKEWOOD UNIT NO. 5 HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions and any additions or amendments thereto and to any other real property which may be brought within the jurisdiction of the ASSOCIATION.

Section 3. "Common Area" shall mean all of the real property owned by the ASSOCIATION for the common use and enjoyment of the Owners, if any.

In addition, "Common Area" shall mean that certain property owned by LAKEWOOD UNIT NO. 3 HOMEOWNERS ASSOCIATION, INC., which by contract with said LAKEWOOD UNIT NO. 3 HOMEOWNERS ASSOCIATION, INC., may be used by the members of the ASSOCIATION. The respective Common Areas of LAKEWOOD UNIT NO. 5 and LAKEWOOD UNIT NO. 3 are to be jointly used for the common enjoyment of the Owners in each subdivision, with all costs of maintenance to be similarly shared.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions and any amendments thereto, applicable to the Properties recorded in the Office of the County Recorder of Ada County, Idaho.

<u>Section 7.</u> "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and/or in the Articles of Incorporation of the ASSOCIATION.

### ARTICLE III

## MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of the incorporation of the ASSOCIATION. Each subsequent regular annual meeting of the members shall be held during the same month of each year thereafter on such day of the same month in which the first annual meeting was held as may be fixed by the Board of Directors or the president.

<u>Section 2</u>. <u>Special Meetings</u>. Special meetings of the members may be called at any time by the president, by a majority of the members of the Board of Directors, or upon the written request of the members who are entitled to vote one-fourth (1/4) of all the membership votes.

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, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. 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. Due to the contract entered into with the LAKEWOOD UNIT NO. 3 HOMEOWNERS ASSOCIATION, INC., notices regarding

meetings affecting the Common Area must also be sent to members of said LAKEWOOD UNIT NO. 3 HOMEOWNERS ASSOCIATION, INC.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these ByLaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. This section is subject to the terms of the contract with LAKEWOOD UNIT NO. 3 HOMEOWNERS ASSOCIATION, INC.

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 the beginning of the meeting. Every proxy shall be revocable and shall automatically cease either upon conveyance by the member of his or her Lot or by the adjournment of the meeting for which the proxy was given.

### ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this ASSOCIATION shall be managed by a Board of five (5) directors who need not be members of the ASSOCIATION.

Section 2. Term of Office. At the first annual meeting the members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years, and one (1) director for a term of three (3) years. At each annual meeting thereafter the members shall elect directors sufficient in number to fill all vacancies for a term of three (3) years. The initial Board of Directors appointed in the Articles of Incorporation shall serve until the first annual meeting of the Board of Directors.

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 the death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the ASSOCIATION. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. 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 of the directors. Any action so approved, including the adoption at these By-Laws, shall have the same effect as though taken at a meeting of the directors.

### 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 members' meeting. The presiding officer at the annual membership meeting shall take as many nominations for election to the Board of Directors as he or she shall in his or her discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made by members only.

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

### MEETINGS 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.

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

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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 directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

### ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. Subject to the terms and provisions of the contract with LAKEWOOD UNIT NO. 3 HOMEOWNERS ASSOCIATION, INC., the Board of Directors shall have the power to:

- (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 and right to the use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the ASSOCIATION. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) Exercise for the Association all authority, powers, and duties 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;

- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. Subject to the terms and provisions of the contract with LAKEWOOD UNIT NO. 3 HOMEOWNERS ASSOCIATION, INC., it shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all 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 such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents, and employees of this Association and see that their duties are properly performed;
  - (c) As is 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) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action by law against the owner personally obligated to pay the same;

- (d) 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;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and
  - (g) Cause the Common Area to be maintained.

### 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, together with a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create.

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 he or she shall sooner resign or be removed or otherwise be 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 by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

<u>Section 6. Vacancies.</u> A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of the secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) 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:

# President

(a) 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 checks and promissory notes.

# <u>Vice President</u>

(b) The vice president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act and shall exercise and discharge such other duties as may be required of him or her by the Board.

# <u>Secretary</u>

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; shall keep the corporate seal of the ASSOCIATION and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing the members of the ASSOCIATION, together with their current addresses; and shall perform such other duties as may be required by the Board.

### <u>Treasurer</u>

(d) The treasurer shall receive and deposit in appropriate bank accounts all moneys 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 and keep proper books of account; shall cause an annual



audit of the Association's books to be made by a public accountant at the completion of each fiscal year or at such other interval determined by the Board; 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 Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as may be deemed appropriate in carrying out its purposes.

### 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 By-Laws of the ASSOCIATION shall be available for inspection by any member at the principal office of the ASSOCIATION, where copies may be purchased at a reasonable cost.

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### ARTICLE XI

### **ASSESSMENTS**

As is more fully provided in the Declaration and that certain Agreement entered into with the LAKEWOOD UNIT NO. 3 HOMEOWNERS ASSOCIATION, INC., each member is obligated to pay to the ASSOCIATION annual and special assessments which are secured by a continuing lien upon the property against which the assessments are made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the ASSOCIATION may bring an action at law against the Owner personally to pay the same or the ASSOCIATION may foreclose the lien against the property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

### ARTICLE XII

### CORPORATE SEAL

The ASSOCIATION shall have a seal in circular form having within its circumference the words: LAKEWOOD UNIT NO. 5 HOMEOWNERS ASSOCIATION, INC.

### ARTICLE XIII

### **AMENDMENTS**

These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of the members of the ASSOCIATION.

### ARTICLE XIV

### MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, We, being all of the Directors of LAKEWOOD UNIT NO. 5 HOMEOWNERS ASSOCIATION, INC., have hereunder set our hands this 5th day of Otober, 1993.

CHARLES GRÓSSMAN

JAMES HORN

| Han Junghilin  |
|----------------|
| JOAN LAUGHLIN  |
| Chila SCOTT    |
| Silbana 50011  |
| WANDA GROSSMAN |

STATE OF IDAHO

ss.

County of Ada

On this day of the first of the undersigned, a Notary Public in and for said state, personally appeared Charles Grossman, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Nótary Public for Idaho Residence: Boise, Idaho STATE OF IDAHO ) ; ss.

County of Ada

On this 5th day of (1067), 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared James Horn, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for Idaho Residence: Boise, Idaho

STATE OF IDAHO

) ss.

County of Ada

On this G day of Model, 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared Joan Laughlin, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Notary Public for Idaho Residence: Boise, Idaho STATE OF IDAHO ) ss.

County of Ada

On this 5th day of Arthur, 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared Sheila Scott, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Notary Public for Idaho Residence: Boise, Idaho

STATE OF IDAHO

ss.

County of Ada

On this Gay of Make 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared Wanda Grossman, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Notary Public for Idano Residence: Boise, Idano

### CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of LAKEWOOD UNIT NO. 5 HOMEOWNERS ASSOCIATION, INC., an Idaho corporation; and

That the foregoing By-Laws constitute the original By-Laws of said ASSOCIATION as were fully adopted by the Board of Directors effective the the day of topse, 1993.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 5th day of Cooker, 1993.

JOAN LAUGHLIN, Secretary

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