

**BYLAWS  
FOR  
WILD RIDGE HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE 1.  
PLAN OF OWNERSHIP**

1.1 Name of Association. The name of this association (the "**Association**") is **WILD RIDGE HOMEOWNER'S ASSOCIATION, INC.**

1.2 Application to Project. The provisions of these Bylaws are applicable to that certain development project known as Wild Ridge. All present and future Owners and Occupants, and any other person who might occupy a Lot or use the Common Property in any manner, are subject to the regulations set forth in these Bylaws, in the Articles of Incorporation for the Association, and in the Declaration of Covenants, Conditions and Restrictions for Wild Ridge Homeowner's Association, Inc. (the "**Declaration**"), recorded or to be recorded in the office of the Kootenai County Recorder, and applicable to the Property.

1.3 Meaning of Terms. Unless otherwise specifically provided herein, the definitions contained in the Declaration are incorporated in these Bylaws by reference.

**ARTICLE 2.  
MEMBERSHIP MEETINGS AND VOTING RIGHTS**

2.1 Voting Rights and Requirements. Except where otherwise expressly provided in the Declaration, these Articles of Incorporation or the Bylaws, any action by the Association that must have the approval of the Association membership before being undertaken shall require the vote or written assent of a simple majority of a quorum of the total voting power of the Association. Each Lot shall cast only a single vote, except for those Lots owned by the Declarant, in which case those Lots shall cast three (3) votes. However, the Declarant's increased voting power of three (3) votes per Lot owned by the Declarant shall cease after fifty percent (50%) of the total Lots in the Property have sold, or at the option of the Declarant to relinquish said voting power sooner. Thereafter, Lots owned by the Declarant shall cast only a single vote. If a Lot is owned by more than one (1) person, each such person shall be a Member of the Association, but the voting power attributable to that Lot shall not be increased by the joint ownership, and the vote of that Lot shall not be split. If the Owners of a particular Lot cannot agree on how to vote on a specific matter, no vote shall be exercised by the Lot on that matter.

2.2 Quorum. The presence in person or by proxy of at least fifty percent (50%) of the total voting power (and the presence of the Declarant, where the Declarant still owns a Lot) shall constitute a quorum. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.3 Proxies. At all meetings of members, each Member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. All proxies shall be valid only for the meeting for which the proxies are given (including any reconvened meeting in the event of an adjournment), unless provided otherwise in the proxy (but in no event for a period exceeding eleven (11) months from date of execution). Every proxy shall be revocable and shall automatically cease upon receipt of notice by the Secretary of the Association of the death or judicially declared incompetence of such Member.

2.4 Annual Meetings. Regular annual meetings of the Members of the Association shall be held within the month of May of each year, with the actual date to be selected in the discretion of the Board and provided to the membership in the notice of the meeting.

2.5 Special Meetings. A special meeting of Members of the Association may be called by the President or by any two (2) members of the Board. A special meeting shall be called by the Board upon receipt of a written request therefor signed by Members representing not less than thirty-five percent (35%) of the total voting power of the Association.

2.6 Notice and Location of Meetings. At the direction of the President, the Secretary, or the officers or persons calling a meeting, written notice of regular and special meetings shall be given to all Members in the manner specified for notices under these Bylaws. Such notice shall specify the place, day, and hour of the business to be undertaken, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Except in the case of an emergency, at least ten (10) days' notice (but not more than fifty (50) days' notice) of any meeting shall be provided prior to the meeting. In order to encourage attendance, the Board shall attempt to give at least thirty (30) days' notice of all meetings. Meetings of the Association shall be held within the Property, or at a convenient meeting place close to the Property. Notice shall also be delivered to any institutional lender filing a written request for notice with the Association, and any such lender shall be permitted to designate a representative to attend all such meetings.

2.7 Adjournment. In the absence of a quorum at a Members' meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum shall be to a date not less than ten (10) days and not more than fifty (50) days from the original meeting date. The quorum requirements for a reconvened meeting shall remain fifty percent (50%) of the total voting power of the Association (and the presence of the Declarant, where the Declarant still owns a Lot).

2.8 Action Without Meeting. Any action which may be taken at a meeting of the Members may be taken without a meeting if consent, in writing, setting forth the action so taken, is signed by all the Members entitled to vote thereon. Such consent shall have the same force and effect as a unanimous vote.

**ARTICLE 3.**  
**BOARD OF DIRECTORS**

3.1 Number and Term of Directors. The Board shall consist of not less than three (3) or more than five (5) Directors. The number of Directors shall be established by the Members. The initial Directors shall serve until the first annual meeting of the Association. The Directors shall serve for two (2) year terms or until their successor is elected, whichever event occurs later.

3.2 Election of Board of Directors.

a. Nomination. Nominations for election to the Board of Directors may be made from the floor at the annual meeting of the Association.

b. Election of Directors. Elections of Board members shall be by secret written ballot, with the persons receiving the most votes being elected to serve. No cumulative voting rights shall be available.

Notwithstanding the foregoing, the Declarant shall have the right to control the Board by appointing all of the Directors until the Declarant's increased voting power has ceased or has been relinquished in accordance with Article 2, Section 2.1.

3.3 Removal. An individual Director may be removed by the majority vote of a quorum of the membership at a meeting called for such purpose; provided that a Director appointed by the Declarant shall only be removed by the Declarant.

3.4 Vacancies. Vacancies in the Board caused by any reason, other than the removal of a Director by the voting in of a replacement by the Members, shall be filled by the vote of a majority of the remaining Directors, or, in the case of a Director appointed by the Declarant, by a new appointment by the Declarant. Each person so elected shall be a Director for the of the term of the Director he or she replaces, or until a successor is elected at a special meeting of the Members called for that purpose.

3.5 Regular Meetings. Regular meetings of the Board shall be conducted at least semiannually at a time and place as may be fixed by the Board. Notice of the time and place of regular meetings shall be given to each Director, according to a method of notice approved in these Bylaws, at least five (5) days prior to the day named for the meeting. One of the regular meetings shall be the annual meeting, which shall be held contemporaneously with the annual meeting of Members.

3.6 Special Meetings. A special meeting of the Board may be called by written notice signed by the President of the Association or by any two (2) Directors other than the President. Notice shall be provided to all Directors in the manner for notice of regular meetings, and shall include a description of the nature of any special business to be considered by the Board.

3.7 Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice to that Director. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place of the meeting, except where such attendance is for the limited and express purpose of objecting to the transaction of any business at the meeting because the meeting is not lawfully called or convened.

3.8 Quorum. The presence in person of a majority of the Directors at any meeting of the Board shall constitute a quorum. The vote of a majority of the quorum actually present at any meeting shall constitute the vote of the Board, unless expressly provided to the contrary in these Bylaws, or in the Declaration or Articles of the Association.

3.9 Action by Consent of Directors. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all of the Directors individually or collectively consent in writing to such action.

3.10 Adjournment: Executive Session. The Board may, with the approval of a majority of a quorum of the Directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature, as determined by the Board. The nature of any and all business to be considered in executive session shall first be announced in open session, and any Board action must be taken in open session.

3.11 Board Meetings Open to Members. Regular and special meetings of the Board shall be open to all Members of the Association; provided, however, that Association Members who are not on the Board may not participate in any deliberation or discussion unless expressly so authorized by the unanimous vote of the Board.

#### **ARTICLE 4.**

#### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

The Board shall have the powers and duties necessary for the administration of the affairs of the Association. Without limitation on the generality of the foregoing powers and duties, the Board shall be vested with, and responsible for, the following powers and duties:

4.1 To select, appoint, supervise, and remove all officers, agents and employees of the Association; to prescribe such powers and duties for them as may be consistent with law, and with the Articles, the Declaration and these Bylaws;

4.2 To enforce the applicable provisions of the Declaration, Articles, these Bylaws and other instruments relating to the ownership, management, architecture, and control of the Property; and to enact and enforce Association Rules governing the Project;

4.3 To contract for casualty, liability and other insurance on behalf of the Association as required or permitted in the Declaration;

4.4 To keep, or cause to be kept, complete and accurate books and records of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses incurred, and to prepare budgets and financial statements for the Association as required in these Bylaws in accordance with good accounting procedures;

4.5 To borrow money and incur indebtedness for purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes or other evidences of debt (and security therefor), subject to the approval requirements of the Articles, these Bylaws, or the law;

4.6 To fix and collect Assessments according to the Declaration and these Bylaws and, if deemed appropriate in the Board's discretion, to record a Notice of Lien and foreclose the lien against any Lot for which an Assessment is not paid within thirty (30) days after the due date, or bring an action at law against the Owner personally obligated to pay such Assessment;

4.7 To operate, maintain, administer, replace, and improve the Common Properly according to the requirements of the Declaration.

4.8 To prepare and file annual tax returns with the federal and state governments and to make such elections as may be necessary to reduce or eliminate the tax liability of the Association. Without limiting the generality of the foregoing, the Board may, on behalf of the Association, elect to be taxed under Section 528 of the Internal Revenue Code or any successor or similar statute conferring income tax benefits on property owner's associations.

## **ARTICLE 5.** **OFFICERS**

5.1 Enumeration and Term. The officers of this Association shall be a President, Secretary, and Treasurer, and such other officers as the Board from time to time, by resolution create. The officers shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

5.2 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.

5.3 Resignation and Removal. Any officer may be removed from office by a majority of the Board at any time with or without cause. 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.

5.4 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 he or she replaces.

5.5 Multiple Offices. Any two or more offices may be held by the same person, except the offices of President and Secretary.

5.6 Duties. The duties of the officers are as follows:

a. President. The President shall preside at all meetings of the Association and the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments, agreements, and orders of the Board; and shall co-sign all checks.

b. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, notice of meetings of the Board and of the Members, keep appropriate current serve records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

c. Treasurer. The Treasurer shall receive and deposit, in appropriate back accounts, all monies of the Association, and shall disburse such funds as directed by resolution of the Board of Directors pursuant to approval of vouchers, when appropriate; and shall keep proper books of account and shall co-sign all checks of the prepared financial statements and tax returns as required in these Bylaws. prepare or have Association;

## **ARTICLE 6.**

### **DISCIPLINE OF MEMBERS, SUSPENSION OF RIGHTS**

The Association shall have no power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned Lot on account of a failure by the Owner to comply with provisions of the Declaration, Articles, these Bylaws, or of duly enacted Association Rules relating to the Property, except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration, or on account of a foreclosure or sale under a power of sale for failure of the Owner to pay Assessments levied by the Association.

Notwithstanding the foregoing, the Board shall have the power to impose monetary penalties (fines), temporary suspensions of an Owner's rights as a Member of the Association, temporary suspensions of an Owner's rights to use the Common Property, or other appropriate discipline for failure to comply with the Declaration, Articles, these Bylaws or duly enacted Association Rules; provided that the accused shall be given notice and the opportunity to be heard by the Board with respect to the alleged violation before a decision to impose discipline is reached. In the case in which monetary penalties (fines) are to be imposed, such amounts shall include the costs of enforcement.

## **ARTICLE 7.**

### **BUDGETS FINANCIAL STATEMENTS, BOOKS AND RECORDS**

7.1 Budgets and Financial Statements. Financial statements and pro forma operating budgets for the Association shall be regularly prepared (at least annually) and copies shall be

distributed to each Member of the Association and to the holder, insurer, guarantor of any first mortgage on any Lot who shall have made a written request therefor. In the discretion of the Board, annual financial statements may be independently audited, in which case the audits shall be made available to all parties entitled to the financial statements.

7.2 Fiscal Year. The fiscal year of the Association shall be as designated by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

7.3 Inspection of Association's Books and Records. The membership register, books of account, vouchers authorizing payments, minutes of meetings of the Members and of the Board, and copies of the current Declaration, Articles, Bylaws, and Association Rules shall be made available for inspection and copying by any Member of the Association, by any holder, insurer, or guarantor of a First Mortgage on any Lot, or by its duly appointed representative, at any reasonable time and for a purpose reasonably related to its interest (and at the cost of the requesting party), at the office of the Association or at such other place within or near the Property as the Board shall prescribe.

7.4 Statement of Account. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of its account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner.

## **ARTICLE 8.** **AMENDMENT OF BYLAWS**

These Bylaws may be amended at any time and in any manner by resolution approved by a majority of the full Board of Directors, provided any such amendment shall not be inconsistent with the Articles, the Declaration, or the law. However, any amendment adopted by the Board may be repealed, and any proposed amendment may be adopted, by seventy-five percent (75%) of the total voting power of the Association, at a regular meeting of the membership, or at a special meeting called for such purpose.

## **ARTICLE 9.** **MISCELLANEOUS PROVISIONS**

9.1 Regulations. All Owners and Occupants, and any other person that might use the Common Property in any manner, are subject to the regulations set forth in these Bylaws and in the Project Documents and to all reasonable Association Rules enacted pursuant to the Declaration. Acquisition or occupancy of any Lot shall constitute acceptance and ratification of the provisions of all such rules and regulations.

9.2 Compensation and Indemnity of Officers and Directors. No Director or officer, and no other Member acting in any official capacity for the Association or the Project, shall receive any loan from the Association, or shall receive any compensation for services rendered for or on behalf of the Association, except reimbursement for actual sums spent on behalf of the Association, to the extent authorized by the Board. To the maximum extent permitted by the Idaho Nonprofit Corporation Act and the Articles, each Director and officer shall be indemnified

by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him or her by judgment or settlement in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, except in cases of fraud, intentional misconduct, gross negligence, bad faith or a knowing violation of the law by the Director or officer in the performance of his or her duties.

9.3 Committees. The Board may appoint committees as deemed appropriate in carrying out its purpose; provided, however, that the power and authority of any such committee shall be limited according to the Idaho Nonprofit Corporation Act.

9.4 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

The undersigned Secretary of the Association does hereby certify that the above and foregoing Bylaws of the Association were adopted by the Directors as the Bylaws of WILD RIDGE HOMEOWNER'S ASSOCIATION, INC. and that the same do now constitute the Bylaws of the Association.

DATED this 21<sup>st</sup> day of December, 2015.

WILD RIDGE HOMEOWNER'S ASSOCIATION, INC.

  
By: \_\_\_\_\_  
Its: Secretary