

**BYLAWS OF  
QUAIL RIDGE NEIGHBORHOOD ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND PURPOSE**

Section 1. Name. The name of this corporation is the QUAIL RIDGE NEIGHBORHOOD ASSOCIATION, INC., which shall be referred to herein as the "Association."

Section 2. Purpose. The Association is a non-profit corporation formed as a means through which the homeowners may act with regard to the management, maintenance, repairs, and operation of all phases of the Quail Ridge subdivision common areas situated in the city of Boise, the County of Ada, and the State of Idaho.

Section 3. By-Laws. This document is the By-Laws referred to in the Restrictive Covenants of Quail Ridge Subdivision. All present or future owners, present or future tenants, or any other person or entity that might use the common areas are subject to the regulations set forth in these By-Laws. The mere act of occupancy of any home will signify that these By-Laws are accepted, ratified, and will be complied with.

**ARTICLE II**

**ADMINISTRATION**

Section 1. Annual Meetings. The annual meeting of the members of the Association for the election of Directors and for the transaction of such other business as may properly come before the meeting shall be held on the third Thursday of January of each year or at such other date and time during the month of January in each year as the Board of Directors may designate.

Section 2. Place of Meetings. Any meeting of the members of the Association shall be held in Ada County, Idaho at such particular place therein as is stated in the notice for such meeting.

Section 3. Special Meetings. Special meetings of the members for any purpose or purposes may be called at any time by

the board of directors or by a written request of twenty percent (20%) or more of the voting power of all the members. The meeting shall be held at some convenient location selected in Ada County, Idaho.

Section 4. Notice of Meetings. Notice of any annual or special meeting shall be given to all members in writing and shall state the date, hour, and place of the meeting and shall generally describe the purpose of the meeting. Such notice shall be sent by first class mail to all members not less than three (3) days nor more than fifty (50) days in advance of the meeting.

Section 5. Adjourned Meetings and Notice Thereof. Any members' meeting, annual or special, may be adjourned by the vote of a majority of the voting power which is present in person. In the absence of a quorum, no other business may be transacted at that meeting. When any members' meeting, either annual or special, is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of any original meeting. Otherwise it is not necessary to give notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement at the meeting from which such adjournment is taken.

Section 6. Voting Power. Only one vote shall be cast with respect to each lot with or without a house on it as set forth in Article III, Section 3 of the Restrictive Covenants, unless the voting rights have been suspended for that lot owner. Voting by proxy shall be permitted as is set forth in Article III, Section 3 of the Restrictive Covenants.

Section 7. Quorum. The presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of membership shall constitute a quorum for the transaction of business. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, even if enough voting members withdraw leaving less than a quorum. If any meeting, annual or special, cannot be held for lack of a quorum, the meeting may be adjourned, for a period of not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called.

Section 8. Voting. All items presented for a vote will be passed by a simple majority vote except items mentioned in Article III, Section 5, in Article IV, Section 3, Part b, and in Article IV, Section 5 of the Restrictive Covenants. In case of a tie, the measure will be deemed defeated.

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ARTICLE III

BOARD OF DIRECTORS

Section 1. Number of Qualification. The Board of Directors, which shall be referred to herein as the "Board," shall consist of five (5) members all of whom must be voting members. No two board members may be the owner of the same lot or lots. If a conflict of interest arises, the Director or Directors must excuse themselves from the discussion and from the vote.

Section 2. Power and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association. Subject to the Laws of Idaho, the Restrictive Covenants, or these By-Laws, all corporate powers of the Association shall be controlled by the Board.

Such powers and duties of the Board shall include but shall not be limited to the following:

(a) To conduct, manage and control the affairs and business of the Association and to make such rules and regulations as are not inconsistent with the Laws of Idaho, the Restrictive Covenants, and these By-Laws;

(b) To prepare and adopt an annual budget which shall indicate anticipated management, operating, maintenance, repair, and other common expenses 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 as set forth in Article IV, Section 11 of the Restrictive Covenants;

(c) To fix, determine, levy, and collect the regular annual assessments and any special assessments, as set forth in Article IV of the Restrictive Covenants;

(d) To establish and finance a reserve for repair, rebuilding, or restoration of the property or for improvements thereto;

(e) To impose and collect a late fee for any assessments, regular or special, not received by the Association within 60 days after said assessments are due and payable; and to impose and collect costs incurred by any check returned by the bank as unpayable;

(f) To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Association, and to permit examination thereof at any reasonable time by any of the owners; to prepare and deliver annually to each owner a statement showing an income and expense

summary since the last such statement; and to file required tax returns;

(g) To employ and dismiss any personnel necessary for the maintenance and operation of the common area; and to negotiate and sign any contracts necessary for the maintenance and operation of the common area;

(h) To keep in good order, condition, and repair all of the common area and all items of the Association's personal property used in the enjoyment of the common area;

(i) To pay all taxes, assessments, utility charges, and the like assessed against any element of the common area, exclusive of any taxes or assessments levied against any homeowner; and

(j) To establish and keep a post office box for the Association in the name of the Association.

Section 3. Election and Term of Office. Directors shall be elected by the members of the Association each year at the annual meeting of the members. The term of office for each Director shall be one (1) year. The Directors shall hold office until their respective successors have been elected and hold their first meeting. It will be the responsibility of the outgoing Directors to meet with their respective successors to ensure an effective transition.

Section 4. Removal and Resignation. Any Director may be removed with or without cause by a unanimous vote of all remaining members of the Board or by a majority vote of the membership present at a properly-constituted meeting called for that purpose. Any Director may resign by submitting written notice to the Board stating the effective date of his or her resignation, and acceptance of the resignation shall not be necessary to make it effective. Any director who forfeits his or her voting rights will automatically be removed.

Section 5. Vacancy. Any vacancy occurring on the Board, whether by removal, resignation, or death, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. A Director selected to fill a vacancy on the Board shall hold office until his or her successor is elected at the next annual meeting of the Association.

Section 6. Meeting. The first meeting of a newly elected Board shall be held within thirty (30) days of election. The Board shall establish regular meetings to be held at a time and place of the Board's choosing. After the establishment of the time and place for such regular meetings, no further notice thereof need be given. Special meetings of the Board may be called by the

President or upon a written request delivered to the Secretary by any two (2) Directors.

Section 7. Quorum. At any meeting of the Board, three-fifths (3/5) of the total number of qualified Directors shall constitute a quorum. If a quorum is present, the action of a majority of the Directors present shall be the act of the Board except as otherwise specifically required by the Restrictive Covenants or these By-Laws. If a quorum is not present, the majority of the Directors present may adjourn the meeting. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 8. Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board or for injury or damage to person or property caused by the elements or by any user of the common property. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas, or from any action taken to comply with any law, ordinance, or order of a governmental authority.

#### ARTICLE IV

##### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board. The Board may from time to time appoint such other officers, agents, factors, and employees as it may deem necessary or desirable, all of whom shall serve at the pleasure of the Board. The President and Secretary shall be different individuals.

Section 2. Election of Officers. The principal officers of the Association shall be elected annually by the Board at the first meeting of the newly elected board.

Section 3. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board. He or she shall have all of the general powers and duties which are usually vested in the office of President.

Section 4. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board. He or she shall have charge of such books and papers as the Board may

direct. He or she shall perform all the duties incident to the office of Secretary.

Section 5. Treasurer. The Treasurer shall have responsibility for Association funds and securities. He or she shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such banks and depositories as shall be designed by the Board. He or she shall keep books of account and records of all his or her transactions as Treasurer and of the financial condition of the Association and shall submit such reports as the Board may require. He or she shall perform all the duties incident to the office of Treasurer.

Section 6. Delegating Powers to Other Officers. In case of the absence of any officer of the Association, or for any other reason that may seem sufficient, the Board may delegate an officer's duties and powers for the time being to any other officer or to any Director. Notwithstanding the foregoing, the duties and/or powers of either the President or Secretary may not be delegated to the other.

#### ARTICLE V

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Indemnification. The officers and Directors shall not be liable to the homeowners for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith. The Association shall indemnify and hold harmless each officer and Director, their heirs, administrators, and executors against any losses and expenses, including attorney's fees, reasonably incurred in connection with any action or proceeding in which said officers and Directors, their heirs, administrators, and executors are made a party by reason of such office, provided, however, that should such officer or Director be adjudged to have been guilty of willful misconduct or bad faith, the aforesaid indemnity shall not apply. In the event of a settlement, such officer or Director shall be indemnified only as to such matters covered by the settlement which the Association is advised by the attorney are not the result of the willful misconduct or bad faith of such officer or Director. This indemnification is intended to encompass the acts of the officers and Directors in their capacity as such officers and Directors and is not intended to be operative with respect to any duties, obligations, or liabilities assumed by such officers or Directors as homeowners or Association members.

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ARTICLE VI

OBLIGATION OF OWNERS

Section 1. Assessments. All lot owners are obligated to pay annual and special assessments imposed by the Association under Article IV of the Restrictive Covenants. No abandonment of a home or a waiver of the use and enjoyment of any of the common area shall exempt or excuse any member from the payment of any assessments.

Section 2. Use of Common Areas.

(a) The common areas are for the common social and recreational uses normally incident to such areas. No noxious, offensive, or illegal activities shall be carried on in any of the common areas.

(b) The recreational facilities, specifically the swimming pool and the tennis court, shall be reserved for the use of homeowners, tenants, members of their families and their guests. Guests using the facilities must be accompanied by a resident.

(c) Reasonable and customary regulations for the use of the swimming pool and the tennis court have been instituted by the Board. These regulations shall be provided to all homeowners and tenants and posted at appropriate locations. All occupants of the facilities shall at all times comply with such regulations.

ARTICLE VII

AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended, altered, repealed or new By-Laws may be adopted at any regular meeting or any special meeting of the Association by the affirmative vote of members representing a majority of the membership present in person or by proxy at any such meeting provided that the notice of such meeting states that such action is to be considered.

ARTICLE VIII

COMPENSATION OF DIRECTORS AND OFFICERS

Section 1. Non-profit. This Association is not organized for profit. No officer or Director shall be entitled to

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receive any pecuniary profit from the operation thereof, and in no event shall any of the funds or assets of the Association be paid as salary to, or be distributed to, or inure to the benefit of any member of the Board based upon that person's services as an officer or Director of the Association. Reasonable compensation may be paid to any member while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association. Directors may be reimbursed for reasonable expenses incurred in connection with administration of the affairs of the Association.

#### ARTICLE IX

##### MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of the following December.

Section 2. Checks. All checks, drafts, notes, and orders for the payment of money shall be signed by two persons designated by the Board.

Section 3. Seal. The Board may adopt an Association seal of such design as may be appropriate.

Section 4. Gender. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 5. Keys. One key will be issued to each residence that can be used for the swimming pool area and the tennis court area. A charge will be assessed to issue replacement keys. The keys cannot be copied. The keys cannot be given or loaned to non-residents.

#### ARTICLE X

##### CONFLICTS

Section 1. By-Laws. In case any of these By-Laws conflict with provisions of the Laws of Idaho or the Restrictive Covenants, it is hereby agreed and accepted that the provisions of said Laws or Covenants, as the case may be, shall control.

**Amendments to the Bylaws of Quail Ridge Neighborhood Association, Inc.  
January 2001**

At the Quail Ridge Neighborhood Association ("QRNA") homeowners meeting on March 13<sup>th</sup>, the members voted to make the following amendments to the Quail Ridge Neighborhood Association Bylaws:

Article III, Section 1 amended as follows:

Section 1. Number of Qualification. The Board of Directors, which shall be referred to herein as the "Board," shall consist of nine (9) members all of whom must be voting members. No two board members may be the owner of the same lot or lots. If a conflict of interest arises, the Director or Directors must excuse themselves from the discussion and from the vote.

Article III, Section 3 amended as follows:

Section 3. Election and Term of Office. Directors shall be elected by the members of the Association each year at the annual meeting of the members.

- (a) Each Director shall serve for a period of 3 years or until his/her successors are elected, or until their resignations are effective.
- (b) Directors shall serve staggered terms with three (3) directors being elected each year.
- (c) In the first year this amendment shall be enacted in the following manner:
  - (1) A minimum of three directors shall be elected from the ranks of directors or committee chairs of the previous year.
  - (2) Three directors shall be designated to serve for three (3) years, three directors to serve for two (2) years, and three directors to serve for one (1) year.
- (d) Directors will serve no more than two (2) consecutive terms.

It will be the responsibility of the outgoing Directors to meet with their respective successors to ensure an effective transition.

Voted and approved unanimously at the Quail Ridge Neighborhood Association Annual Meeting on January 18, 2001



Carla Everhart, Managing Agent  
Advantage Association Professionals Inc.