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BY-LAWS  
OF  
LANDMARK NORTH ASSOCIATION

ARTICLE I  
OFFICES

1. The principal location and office of the Association shall be Valley County, State of Idaho. The Board of Directors may in its discretion establish and maintain such other offices whenever and wherever the business of the Association may require.

ARTICLE II

1. The Declaration of Covenants, Conditions and Restrictions of Landmark North (the "Declaration") which Declaration is filed of record as Instrument No. \_\_\_\_\_, Records of Valley County, State of Idaho is hereby incorporated and made a part of these By-Laws by reference.

ARTICLE III

1. The Association may issue membership certificates to each Member hereof, including Grantor, under the terms and conditions hereinafter set forth. Each owner (including Grantor) of a Lot, by virtue of being such an Owner and for so long as he is such an Owner, shall be deemed a Member of the Association. The Association membership of each Owner (including Grantor) shall be appurtenant to each Lot and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said Lot shall operate automatically to transfer said membership to the new Owner thereof.

In the event of dispute as to membership, the ownership of such Lot as shown in the public records of the County of Valley, State of Idaho, shall be determinative.

The names, names or entity under which membership appears on the books and records of the Association shall be maintained until such time as satisfactory evidence of a change in membership is presented to the Secretary.

Members of the Association may vote either in person or by proxy provided that all proxies shall be in writing, signed by the Members and filed with the Secretary twenty-four (24) hours before the time appointed and scheduled for the meeting at which such vote shall be taken.

2. Voting.

A. Number of Votes. The Association shall have one class of voting membership.

There shall be one (1) "Voting Owner" of each Lot and such Voting Owner shall be entitled to one vote for each Lot as to which he is the Voting Owner. The Voting Owner shall be designated by the Record Owner of each Lot by notice to the Association, and need not be an Owner. Said designation shall be revocable at any time by notice to the Association by the Record Owner. Such powers of designation and revocation may be exercised by the guardian of the Record Owner's estate, or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of a Record Owner's estate, by his executor or administrator where the latter's interest in said property is subject to administration in his estate. Where no designation is made or where a designation has been made but is revoked and no new designation has been made, the Voting Owner of each Lot shall be the group composed of all of its Record Owners; and or all of such Owners may be present at any meeting of the Voting Owners in person or by proxy. If those present act unanimously, they may vote or take any other action as a Voting Owner. Grantor shall be the Voting Owner with respect to any Lot (as contemplated by any subdivision map or by the Plan therefore) owned by Grantor. There shall be one (1) vote for each Lot, which vote shall inure only as each lot is subject to assessment as set forth in this declaration.

B. Joint Owner Disputes. The vote for each such Lot shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote



representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of the same Lot.

C. Meetings of Owners. There shall be a meeting of the Owners on the 1st day of May of each year at 2 o'clock p.m. at Landmark North, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by notice of the Board given to the Owners not less than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting. A special meeting of the Owners may be called at any reasonable time and place by notice of the Board or by the Owners having one-fifth ( $1/5$ ) of the total votes and delivered to all other Owners not less than fifteen (15) days prior to the date fixed for said meeting. The presence at any meeting, in person or by proxy, of the Owners entitled to vote at least a majority of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Owners present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the Owners entitled to vote at least twenty-five per cent (25%) of the total votes. The President of the Association (or the Vice President in his absence) shall act as chairman of all meetings of the Owners, and the Secretary of the Association (or an assistant secretary in his absence) shall act as Secretary of all such meetings. Except as otherwise provided herein, any action may be taken at any meeting of the Owners upon the affirmative vote of the Owners having a majority of the total votes present at such meeting in person, or by proxy; provided, however, that the members of the Board shall be elected by cumulative voting as provided below. At each annual meeting, the Board shall present a written statement of the Landmark North Maintenance Fund, itemizing receipts and disbursements for the preceding calendar year and the allocation thereof to each Owner. Within ten (10) days after the date set for each annual meeting, the assessment statement shall be delivered to the Owners not present at said meeting.

D. Cumulative Voting. In any election of the members of the Board, every Owner (including Grantor) entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that Owner is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

E. Transfer of Voting Rights. The right to vote may not be



severed or separated from the ownership of the Lot to which is is appurtenant, except that any Owner may give a revocable proxy, or may assign his right to vote to a lessee or Beneficiary of the Lot concerned for the term of the lease or Deed of Trust, and any sale, transfer or conveyance of such Lot to a new Owner or Owners shall operate automatically to transfer the appurtenant vote to the new Owner, subject to any assignment of the right to vote to a lessee or Beneficiary as provided herein.

F. Removal of Directors. Any Director may be removed from office by a vote of a majority of the members entitled to vote at an election of directors; provided, however, that unless the entire Board is removed, an individule Director shall not be removed if the number of votes cast against his removal exceeds the quotient arrived at when the total number of votes cast is divided by one plus the authorized number of directors. If any or all directors are so removed, new directors may be elected at the same meeting.

G. Conduct of the Meeting. At all meetings of the Members, the following order of business shall be observed insofar as it is consistent with the purpose and objectives of the meeting:

- a. Calling the roll to determine the membership certificates represented at the meeting;
- b. Reading of notice and proof of call of meeting;
- c. Reports of Officers;
- d. Reports of committees;
- e. Unfinished business;
- f. New business;
- g. Election of directors;
- h. Miscellaneous business.

Meetings of the Members shall be conducted by the officers in order of their priority.

#### ARTICLE IV

##### BOARD OF DIRECTORS

1. General Powers. The property, business and affairs of the Association shall be controlled and managed by the Board of Directors.

2. Number. The Board shall consist of three (3) Members. The Board shall have the power to increase its number at any annual meeting, provided that proper notice is given to the Members, and provided further that the Board may not increase its number to more than nine (9) Members and if the number of the Board is increased, the Members of the Association

shall have the right to vote for such new Board Members.

3. Qualification; Election; Term. Directors need not be Members of the Association and shall be elected by the Members at their annual meeting. Directors shall serve for a term of one year and shall continue in office only until their successors are duly elected and qualified.

4. Removal; Resignation. Any Director may be removed with or without cause by a majority vote of the Members of the Association in accordance with the voting power of their membership in the Association at a meeting called for that purpose. Any Director may resign by submitting a written notice to the Board stating the effective date of his resignation, and acceptance of the resignation shall not be necessary to make it effective. In any action to remove a Director or Directors, each Member shall be entitled to cumulate his votes in accordance with subsection D of Article III of these By-Laws.

5. Vacancies. Any vacancy occurring on the Board whether by removal, resignation, death, increase in the number of Directors or otherwise, shall be filled by the majority vote of the remaining qualified Directors though less than a quorum. A Director selected to fill a vacancy on the Board shall hold office until the next annual election of Directors and shall continue in such office only until his successor is duly elected and qualified.

6. Meeting. There shall be a regular annual meeting of the Board immediately following the annual meeting of the Members of the Association, and the Board may establish regular meetings to be held at such other places and times as may be determined from time to time. 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 written request delivered to the Secretary by any two Directors.

7. Notice; Waiver. Five (5) days' notice of special meetings shall be given to each Director by the Secretary. Such notice may be given orally either in person or by telephone or in writing served on or mailed or telegraphed to each Director.

Written waiver of notice signed by a director or his attendance at a meeting of the Board shall constitute a waiver of notice of any such meeting, except where attendance is for the express purpose of objecting to either the failure to receive such notice or defects contained therein.

8. Quorum; Vote Required; Adjournment. At any meeting of the Board, two (2) Directors shall constitute a quorum. If a quorum is present



the action of a majority of the Directors present and voting shall be the act of the Board except as otherwise specifically required by these By-laws. If a quorum is not present, the majority of the Directors present may adjourn the meeting from time to time without further notice other than an announcement in the meeting.

9. Action of Directors Without a Meeting. Any action which is required to be taken or any other action which may be taken at a meeting of the Board may be taken without such a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

10. Advisory Committee. The Board by resolution may create an advisory committee. The number of Members of the advisory committee and the persons who shall be Members thereof shall be determined by the Board. The Board shall have the discretion to appoint non-members to the advisory committee provided that a majority of the Members of the advisory committee shall be Members of the Association.

11. Rules. The Board may adopt such Landmark North Rules as it deems proper for the use and occupancy of the Association Property. A copy of the Landmark North Rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and may but need not be recorded. Upon such mailing, delivery or recordation, the Landmark North Rules shall have the same force and effect as if they were set forth in and were a part of the Declaration.

12. Liability of Board Members and Manager. No member of the Board, or the Manager, shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, the Manager or any other representatives of employees of the Association, or the Architectural and Environmental Control Committee, provided that such Board Member, or Manager, has, upon the basis of such information as may be possessed by him, acted in good faith.

13. The Board may delegate any of its duties, powers or functions to any person, corporation or firm to act as manager, provided that any such delegation shall be revocable upon notice by it. The Board may, at its discretion, elect to incorporate said Association.

## ARTICLE V

### OFFICERS

1. General. The executive officers of the Association shall be

a President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by and serve at the pleasure of the Board.

The Board may 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. Any person may hold two or more positions simultaneously.

2. President. The President shall be the chief executive officer of the Association. Subject to the direction of the Board he shall have the general powers and duties of supervision, management, and coordination of the affairs of the Association usually vested in and attributed to the office of President. He shall preside at all meetings of the Members of the Association.

3. Vice President. A Vice President shall perform the duties and exercise the powers of the President in case of his sickness, disability, absence, death, inability or failure to act, and he shall perform such other duties, carry out such other responsibilities, and have such other authority as may be delegated to him from time to time by the President or the Board.

4. Secretary. The Secretary shall attend all sessions of the Board and all meetings of the Members and act as the clerk thereof and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He shall be the custodian of the records and shall see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law. He shall see that all books, records, reports and other documents of the Association are properly kept and filed in accordance with the provisions of these By-Laws as required by law, and in general he shall perform all duties incident to the office of Secretary and as required by law and he shall perform such other duties, carry out such other responsibilities, and have such other authority as may be delegated to him from time to time by the President or the Board. The Board may appoint one or more Assistant Secretaries who may act in place of the Secretary in case of his sickness, disability, absence, death, inability or failure to act.

5. Treasurer. The Treasurer shall have charge and custody of and be responsible for all sorts of securities of the Association. He shall deposit all monies and other valuable effects in the name and to the credit of the Association in such banks and depositaries as shall be designated by the Board. He shall keep books of account and records of all his transactions as Treasurer and of the financial condition of the Association and shall submit such reports thereof as the Board may from time to time require; and in general shall perform all of the duties incident to the



office of the Treasurer as required by law, and he shall perform such other duties, carry out such other responsibilities, and have such other authority as may be delegated to him from time to time by the President or the Board. The Board may appoint one or more Assistant Treasurers who may act in place of the Treasurer in case of his death, sickness, disability, absence, inability or failure to act.

6. Compensation. Officers, agents, factors and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent, factor or employee shall not of itself create contractual rights of compensation for services performed by such officer, agent, factor or employee.

#### ARTICLE VI

##### CONTRACTS, SPECIAL ASSESSMENTS, CONVEYANCES, CHECKS AND MISCELLANEOUS

1. Contracts. The Board may authorize any officer or agent of the Association to enter into any contract or execute any instrument in the name of the Association except as otherwise specifically required by these By-Laws.

2. Conveyances and Encumbrances. Association property may be conveyed or encumbered by authority of the Board or such other person or persons to whom such authority may be delegated by resolution of the Board or of the executive committee thereof. Conveyances or encumbrances shall be by instrument executed by the President or a Vice President and by the Secretary or the Treasurer or executed by such other person or persons to whom such authority may be delegated by the Board or the executive committee thereof.

3. Special Assessments. In addition to the regular assessments levied by the Board, it may with the consent of fifty-one (51%) per cent of the voting power of the Members levy a special assessment or assessments for the purpose of making Capital Improvements to the Association Property. Until expended, such funds shall constitute a capital reserve to be used solely for the purpose set forth in the Notice of the Special Meeting of the Members called for the purpose of voting on the proposed assessment or assessments.

4. Checks. The Board shall designate which person or persons may sign checks, drafts and notes and order for the payment of money. If the Board fails to make such designation, either the President, the Vice President or the Treasurer shall have such power.



5. Records. The Association shall maintain accurate, correct and complete books, records and accounts of its business and properties which shall be kept at such place as is from time to time fixed and designated by the Board of Directors.

## ARTICLE VII

### AMENDMENTS

1. By-Laws. The By-Laws may be altered, amended or new By-Laws adopted at any regular meeting or any special meeting of the Members thereof called for that purpose by the affirmative vote of two-thirds (2/3) of the voting power of the Members present at such meetings; provided, however, that Article III, Section 1 and Article III, Section 2A through Section 2F of these By-Laws shall not be amended without the vote or written consent of not less than eighty per cent (80%) of the combined total number of Lots then within Landmark North, plus, until completion, the written consent thereto of Grantor.

## ARTICLE VIII

### MAINTENANCE FUND, ASSESSMENTS, LIENS

1. There shall be one (1) type of maintenance fund, as follows:  
A. Landmark North Maintenance Fund, to maintain the common area and such other maintenance as the Board deems advisable to benefit Landmark North as a whole.

2. All Owners, other than Grantor, shall be assessed and contribute as follows:

At least thirty (30) days prior to the beginning of each year, the Board shall estimate the net charges to be paid during each year with respect to the Landmark North Maintenance Fund (including a reasonable provision for contingencies and appropriate replacement and reserves less any expected income and any surplus from the prior year fund). A sum sufficient to pay such estimated net charges, will be assessed to each Owner in Landmark North, other than Grantor, in an amount in proportion to the size of the Owner's Lot. If said sum estimated proves inadequate for any reason, including non payment of any non-Grantor Owner's assessment or the Grantor's contribution set forth in subsection 2 of this Article VIII, the Association may at any time levy a further assessment which shall be assessed to each Owner, excluding the Grantor, equally. Such funds shall be expended by the Board for the purpose designated in these restrictions. Each Owner, other than the Grantor, shall be obligated to pay assessments made pursuant to this paragraph to the Association.

3. If any assessment, whether regular or special, assessed to the Owner of any residence is not paid within ten (10) days after it is due and owing, the Owner may be required by the Board to pay a late payment charge of twelve per cent (12%) of the amount of the assessment.

4. Amendments to this Article VIII (but not including amendments to sections which are referred to in this article or which relate to this section) shall only be effective upon written consent of seventy-five per cent (75%) of the Owners in Landmark North.

5. The amount of any assessment, whether regular or special, assessed to the Owner of any residence and any late payment charge attributed thereto, plus interest on such assessment and charge at a rate of twelve per cent (12%) per annum simple interest or such lower rate as the Board may designate from time to time after notice and hearing and costs, including reasonable attorney's fees and costs of recordation, shall become a lien upon such lot and residence hereunder; and, upon recordation of a notice of assessment stating the amount of the claim or delinquency, the interest and costs which have accrued thereon, the description of the Lot against which it has been assessed and the name of the record or reputed owner thereof. Such notices shall be signed by an officer of the Association. It shall create a lien upon the Lot described in the amount set forth. In no event shall a declaration of homestead be prior to such a lien even though the lien is recorded after the declaration of homestead. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien must be recorded. Such lien may be foreclosed in the same manner as is provided by the laws of the State of Idaho for the foreclosure of a mortgage on real property for the foreclosure of this type of lien or as otherwise provided by law. A certificate executed and acknowledged by the Association stating the indebtedness secured by the liens upon any lot created hereunder shall be conclusive upon the Association and the Owners as to the amount of such indebtedness as of the date of the certificate in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed TEN AND NO/100 DOLLARS (\$10.00).

#### ARTICLE IX

##### ENFORCEMENT AND NON-WAIVER

1. Except as otherwise provided herein, any Owner within Landmark North shall have the right to enforce any or all of the provisions of these restrictions upon any property within Landmark North and the Owners thereof.

2. Every act or omission whereby any provision of these restrictions is violated in whole or in part is hereby declared to be a nuisance and may



be enjoined or abated, whether or not the relief is sought for affirmative or negative action by Grantor or the Association or any Owner or Owners of Lots within Landmark North. Provided, however, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board or the duly authorized agents of any of them may enforce by self-help any of the provisions of these restrictions and only if such self-help is preceded by reasonable notice to the Owner.

3. Any violation of state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Landmark North is hereby declared to be a violation of these restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

4. Each remedy provided by these restrictions is cumulative and not exclusive.

5. The failure to enforce any of the provisions of these restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restriction.

APPROVED AND ADOPTED this 1<sup>st</sup> day of April, 1981, by the undersigned Members of the initial Board of Directors of the Association.

William A. Narver

William A. Narver

Together being all the Members of the initial Board of Directors.

LANDMARK INVESTMENT COMPANY

By William A. Narver

Senior Partner

STATE OF IDAHO     )  
                              : ss.  
County of Valley    )

On the date as written above, before me, the undersigned, a Notary Public in and for the said State, personally appeared William A. Narver knowr to me to be a Partner of Landmark Investment Company, the company that executed the foregoing instrument or the person who executed the

instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

A handwritten signature in cursive script, likely reading "R. A. [unclear]", is written over a horizontal line.

Notary Public for Idaho



19573

Instrument  
at the request of

1957

Recorder

Deputy

Rec Sec

Doc 11