


DUQUETTE PINES ARCHITECTURAL CONTROL BOARD, INC. dba

DUQUETTE PINES HOMEOWNERS ASSOCIATION

BYLAWS

ARTICLE I: NAME

Instrument # 264069
IDAHO CITY, BOISE COUNTY, IDAHO
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Recorded for : DUQUETTE PINES
MARY T. PRISCO Fee: 43.00
Ex-Officio Recorder Deputy 
Index to: MISCELLANEOUS

The name of this nonprofit organization shall be “Duquette Pines Architectural Control Board, Inc., dba "Duquette Pines Homeowners Association”.

ARTICE II: DEFINITIONS

The following terms shall have the following meanings:

1. “ASSOCIATION” shall mean and refer to the Duquette Pines Architectural Control Board, Inc., dba Duquette Pines Homeowners Association, a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.
- 1.2. “PROPERTIES or LOTS” shall mean and refer to any real property situated in Boise County, Idaho, now or hereafter subjected to Association assessments pursuant to covenants filed of record in the office of the Boise County Recorder.
- 1.3. “COMMON AREA” shall mean all real property (including any improvements thereto) within the Properties which is available for common use and enjoyment of the owners of lots within the Properties, including roads and central water system facilities and equipment, as well as fire-fighting equipment and operation.
- 1.4. “BOARD MEMBER” shall mean those individuals elected by owners to serve as the Board of Directors of the Association and referred to as the Architectural Control Board members in the Covenants, Conditions and Restrictions (CCRs).

ARTICLE III: MISSION

The mission of the association is to provide management for roads, water system, architecture, maintenance, finance and common areas as provided in the Declaration of Covenants, Conditions and Restrictions.

ARTICLE IV: PURPOSE

To enhance resident livability. To provide an open process by which all members may involve themselves in the affairs of the subdivision. To establish and maintain an open line of communication and liaison between the Association, its residents, and all federal, state, city and county governmental agencies as necessary. To make recommendations on policies to governmental bodies on matters affecting the livability, growth and development of the adjacent areas, Duquette Pines Subdivision, including but not limited

to; land use and zoning, housing, traffic and transportation issues on the federal, state, and county roads, environmental quality, community safety and recreation.

ARTICLE V: OFFICERS

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

ARTICLE VI: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The Declaration of Covenants, Conditions and Restrictions, Duquette Pines, Division No. 1 which Declaration is recorded as Instrument No. 76383, recorded on April 21, 1971, Records of Boise County, State of Idaho; the Declaration of Covenants, Conditions and Restrictions, Duquette Pines, Division No. 2 which Declaration is recorded as Instrument No. 86073, recorded on April 5, 1977, Records of Boise County, State of Idaho; the Declaration of Covenants, Conditions and Restrictions, Duquette Pines, Division No. 3 which Declaration is recorded as Instrument No. 91627, recorded on April 26, 1979, Records of Boise County, State of Idaho; and the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Duquette Pines, Division No. 4 which Declaration is recorded as Instrument No. 184261, recorded on January 15, 2002, Records of Boise County, State of Idaho; and all supplements and amendments thereto are hereby incorporated and made a part of these Bylaws by reference. All references to "the Subdivision" herein shall mean Duquette Pines Divisions 1, 2, 3, and 4 as described in the Declarations and amendments or supplements thereto and "out parcels" identified as RP06N05E241253A, RP06N05E242456A, RP06N05E136651A, R06N05E166652A, R06N05E166653A, R06N05E166654A, R06N05E166655A, and RP06N05E242455A.

ARTICLE VII: MEMBERSHIP AND VOTING

A. Membership. Every person or entity who is a recorded owner or contract buyer in any lot, which is subject by CCRs of record to assessment by the Association, shall be a member. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment, by the Association. Any transfer of title to a lot shall automatically transfer said membership to the new lot owner.

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

The name, 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.

B. Voting. The owner or owners have one vote regardless of the number of lots owned. The lot owner in the Subdivision may, by notice to the Association, designate one person (who need not be an Owner) to exercise their vote. Said designation shall be revocable at any time by notice to the Association by the Owner. Such powers of designation and revocation may be exercised by the conservator of an Owner's estate, or in the case of a minor having no guardian, by the parent entitled to his/her custody, or during the administration of an Owner's estate by his/her executor or administrator where the Owner's interest in said property is subject to administration in his/her estate. The contract seller shall exercise the vote applicable to a lot being sold under contract of purchase, unless the contract expressly provides otherwise.

C. Joint Owner Disputes. The vote 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 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/she or they were acting with the authority and consent of all other Owners of the same Lot.

D. Quorum. The presence at any meeting, in person or by proxy of the owners entitled to vote, of at least 34 percent 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, except as otherwise provided by law, adjourn the meeting to a time not less than ten days nor more than sixty days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence of the owners entitled to vote at least 34 percent of the total votes. Unless one-third or more of the voting power is present in person, by proxy, or by mailed written ballot or by absentee ballot, the only matters that may be voted upon at an annual or regular meeting of owners are those matters that are describe in the meeting notice.

ARTICLE VIII: OWNER MEETINGS

A. Annual Owner Meetings. There shall be a meeting of the Owners in May of each year at the Subdivision or at such other reasonable place or time (not more than thirty (30) days before or after the month) 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. The purpose for the Owner meeting is to provide information and for the transaction of such other business as may properly come before the meeting, and to accept nominations of new board members when applicable.

At each annual meeting, the Board will present a written financial statement for the current assessment year and new assessment rate calculations for each Lot during the coming assessment year. The financial statement and assessment rate calculations shall be delivered to the Owners not present at said meeting.

B. Special Owner Meetings. A special meeting of the Owners may be called at any reasonable time and place by the President or by the Board Members, or upon written request of the one-fourth (1/4) of all owners.

C. Notification of Annual and Special Owner meetings shall be made fifteen (15) days in advance through use of posting announcements in a pre-designated place or Association newsletter. 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. The Association Board shall set the agenda for the owner meetings and the order of business on the agenda shall be observed insofar as it is consistent with the purposes and objectives of the meeting. In the alternative, notice may be given by mailing to the members at their addresses of record with the Association.

D. Proxies. At all owner meetings, each owner may vote in person or by proxy provided that all proxies shall be in writing, signed by the owner 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the owner of his/her Lot.

The Corporation will make the list of members available at the meeting upon the request of any owner or the owner's agent or attorney. Any owner or owner's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

E. Conduct of the Meeting. At all meetings of the owners the following order of business shall be observed insofar as it is consistent with purposes and objectives of the meeting:

1. Calling the roll of Association members;
- 1.2. Reading agenda;
- 1.3. Reports of officers/Board members;
- 1.4. Reports of committees;
- 1.5. Unfinished business;
- 1.6. New business;
- 1.7. Board member nominations (when applicable);
- 1.8. Miscellaneous business.

ARTICLE IX: BOARD MEMBERS (BOARD OF DIRECTORS)

A. General Powers. The property, business and affairs of the Association shall be controlled and managed by the Board Members, which shall have all powers and duties

necessary to the administration of the affairs of the Association, as allowed by law, under the Declaration, and these Bylaws.

B. Number. The Board shall consist of five (5) voting members.

C. Alternate Board Members. There shall be two alternate Board Members elected by the Owners but they shall have no voting rights as a Board Member. Alternates have no specific defined duties until appointed or elected to serve as a Board Member. In addition, the president may hire, as a non-voting Board member, Administrative Assistant/Bookkeeper with limited duties.

D. Qualification; Election; Term. Persons eligible for a position as a Board Member must be property owners in good standing. Good standing is defined as a member current on fees with no open CCR violation complaints. Persons eligible must also have routine access to internet for email communication. When applicable, nominations will be open and accepted at the annual owners meeting and close no later than June 15. Only nominees who have accepted the nomination through a Board member will be added to the ballot. Write-ins will not be counted. Ballots will be mailed to all owners no later than June 23, and voting completed by July 15. Each Board Member or alternate shall serve for a term of three years beginning on August 1 and shall continue in office until his or her successors are fully elected and qualified.

E. Board Member Duties. The Board Members, as elected by the owners, shall manage the Association. The Board shall be accountable to the property owners of Duquette Pines and shall strictly comply with these bylaws. The duties shall include but are not limited to; election of the Board officers, appoint committees to perform necessary functions, present recommendations documenting property owners concerns and manage the daily affairs of Duquette Pines Homeowners Association, and attend all required meetings, and provide required representation to any city, county, state, or federal municipality as required.

F. Removal; Resignation. Any Board Member 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 Board Member may resign by submitting a written notice to the Board stating the effective date of his/her resignation, and acceptance of the resignation shall not be necessary to make it effective.

G. Vacancies. Any vacancy occurring on the Board whether by removal, resignation, death, increase in the number of Board Members or otherwise, may be filled by an elected alternate for the remainder of the Board Member's term and appointed by the majority vote of the remaining qualified Board Members. An alternate selected to fill a vacancy on the Board shall hold office for the remainder of the vacating member's term or until the next annual election of Board members, which ever shall first occur, and shall continue in such office only until his/her successor is duly elected and qualified. If

elected alternates are unable to serve, Board may fill the position at their discretion according to the guidelines for Board member qualifications.

H. Board Meetings. There shall be on average one (1) board meeting per month or as deemed necessary. The Board's regular meetings are to be held at pre-determined places, dates and times and be posted for members to access. Any owner may request the Board for agenda time. These meetings shall be open to owner attendance. The president of the Board has the power to control the extent of owner participation in these meetings. When an action or motion is brought before the Board, the Board may recommend acceptance of the proposal, denial of the proposal, deferral of the proposal pending further study, acceptance of the proposal with conditions or referral of the proposal to a committee, etc. The president must be in attendance at all regular scheduled Board meetings.

I. Special/Emergency Meetings. Special meetings of the Board may be called by the president or upon written request delivered to the secretary by any two Board members. A special meeting may be called with a minimum of 24-hour notice and can be of open or loose subject matter. An emergency meeting can be called with less than 24-hour notice and must be deemed an actual emergency to be called. Emergency meetings must describe the emergency in their minutes and state why the meeting could not be delayed. Emergency meetings can deal with only the actual emergency issue. A good faith effort must be given in notifying all parties interested in the meetings. Any Board Member of the Association may call these meetings. Only the person acting as Chairperson, one who called the meeting, can call the meeting to order and adjourn the meeting. All special meetings are considered Board meetings.

Written waiver of notice signed by a Board member or 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.

J. Quorum; Vote Required; Adjournment. At any meeting of the Board, a majority of the elected Board members shall constitute a quorum. If a quorum is present, the action of a majority of the Board members present and voting shall be the act of the Board except as otherwise specifically required by the Articles of Incorporation or these Bylaws. If a quorum is not present, the majority of the Board members present may adjourn the meeting from time to time without further notice other than announcement of the meeting.

K. Action of Board Members 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 meeting if a consent in writing, including email communication, setting forth the action so taken shall be approved by all of the Board Members entitled to vote with respect to the subject matter thereof.

L. Committees. The Board Members, by resolution adopted by a majority of the full Board, may designate one or more committees, each of which, to the extent provided in

such resolution, shall have and may exercise all the authority of the Board Members in the management of the Association. Each such committee shall have one or more Board members who serve at the pleasure of the Board. The remainder of the committee membership need not be Board Members. A committee of the Board may not, however: (1) authorize distributions; (2) approve or recommend to members dissolution, merger or the sale, pledge or transfer of all or substantially all of the Association's assets; (3) elect, appoint or remove Board Members or fill vacancies on the Board or on any of its committees; or (4) adopt, amend or repeal the articles or bylaws. The designation of such committees and the delegation thereof of authority shall not operate to relieve the Board Members, or any individual Board Member of any responsibility imposed upon it or such Member by law. A non-Board member who becomes a member of any such committee shall have the same responsibility with respect to such committee as a Board member who is a member thereof.

Other committees not having the right to exercise the authority of the Board in the management of the Association may be designated and appointed by a resolution adopted by a majority of the Board Members at a meeting at which a quorum is present, or by the President, authorized by a like resolution of the Board Members. Membership on such committees need not be limited to Board Members.

M. Rules. The Board may adopt such rules as it deems proper for the use and occupancy of the Association property. A copy of the 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 rules shall have the same force and effect as if they were set forth in and were a part of the Declaration of Covenants, Conditions and Restrictions.

N. Personal Liability. No member of the Board, of any committee of the Association, or any officer of the Association, or the Declarant or the manager, if any, shall be personally liable to any Owner, or any other party including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence, provided such person has, upon the basis of such information as may be possessed by him/her, acted in good faith with the care an ordinarily prudent person would exercise under similar circumstances in a manner he/she believes to be in the best interest of the Association.

O. Delegation of Duties. The Board may delegate any of its duties, powers or functions to any person, corporation or firm to act as a manager of the Association, provided that any such delegation shall be revocable upon notice by it.

P. Compensation. No Board Member shall receive compensation for any service he/she may render to the Association. However, any Board Member may be reimbursed for the member's actual expenses incurred in the performance of the member's duties.

ARTICLE X: OFFICERS

The principal officers of the Association shall be a president, a vice president, a secretary and a treasurer, all of whom shall be elected annually by the Board members. The President has the authority to hire an Administrative Assistant/Bookkeeper and a Property Manager as non-voting members of the Board. Both must be a member in good standing.

A. President. The President shall be the chief executive officer of the Association. Subject to the direction of the Board, the president shall have the general powers and duties of the supervision, management and coordination of the affairs of the Association usually vested in and attributed to the office of the President. The President shall preside at all regular scheduled meetings of the Association and must be a full-time resident of the subdivision.

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

C. Secretary. The Secretary shall attend all sessions of the Board and all owner meetings and act as the clerk hereof and record all votes and the minutes of all proceedings in a book to be kept for that purpose. Composing letters and documents, as well as the meeting minutes, for approval by the Board, will be the responsibility of the Secretary. The Secretary shall be the custodian of the subdivision records and files. The Secretary 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 Bylaws as is required by law. The Secretary shall perform such other duties, carry out such other responsibilities, and have such other authority as may be delegated to the Secretary 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 the Secretary's sickness, disability, absence, death, inability or failure to act.

D. Treasurer. The Treasurer shall be responsible for overseeing the bookkeeping of the Association. The Treasurer will monitor the books of account and records of all transactions and of the financial condition of the Association and shall submit such reports thereof as the Board may from time to time require. The Treasurer shall perform such other duties, carry out such other responsibilities, and have such other authority as may be delegated from time to time by the President or the Board.

ARTICLE XI: CONTRACTS, ASSESSMENTS, CONVEYANCES, CHECKS AND MISCELLANEOUS

A. 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 the Articles of Incorporation and by these Bylaws; provided that the Board may not enter into any contract with the Declarant which binds the Association for a period in excess of one year, unless reasonable cancellation provisions are included in such contract.

B. Compensation. Agents and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent, or employee shall not of itself create contractual rights of compensation for services performed by such officer, agent, or employee, provided that no officer or Board member or Declarant or any affiliate of Declarant may receive any compensation.

C. Conveyance and Encumbrances. Association property may be conveyed or encumbered except as restricted by this paragraph 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 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 of the executive committee thereof. The Association may not convey, transfer or encumber corporate property except in the following cases:

1) The value of the real property or encumbrance is \$100,000.00 or less, and the acreage is twenty-five (25) acres or less; or

1)2) The value of the amenity is \$10,000.00 or less; or

1)3) The Association property is exchanged for like real property in size and value within or contiguous to the Subdivision.

1)4) The Association property (including but not limited to any water or irrigation system) is being dedicated or transferred to a public body, agency, authority or utility to be used for the same or similar purposes, including the granting of easements, conveyance or dedication of subdivision roads and rights-of-way.

C. Assessments. In addition to the regular assessments levied by the Board, it may levy assessments for the purpose of making Capital Improvements to the Association property or to meet unplanned requirements. These assessments would normally occur when sufficient reserve monies are not available to fund the required expenditure(s).

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

E. Seal. The Board Members may adopt a corporate seal of such design as may be appropriate. The seal will be used by the bookkeeper to affix to documents before mailing.

F. Records. The Association shall maintain accurate, correct and complete books, records and accounts of its business and properties which shall all be kept at the Duquette Pines shed.

ARTICLE XII: AMENDMENTS TO BYLAWS

The Bylaws may be altered, amended, or new Bylaws adopted at any regular meeting or any special meeting of the Members thereof called for that purpose by the affirmative vote of 51 percent (51%) of the owners present at such meetings.

ARTICLE XIII: NOTICE TO MORTGAGES

The Board Members of the Association shall, at the request of the Mortgagee of a lot, provide said Mortgagee with all notices and other information as is reasonably requested including without limitation a notice of unpaid Assessments due from the Owner of such lot, and notice of all meetings of the Members of the Association.

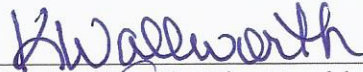
ARTICLE XIV: CONFLICTING PROVISIONS

In case any of these Bylaws conflict with any provisions of the laws of the State of Idaho, such conflicting Bylaws shall be null and void upon the final court determination to such effect, but all other Bylaws shall remain in full force and effect. In 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.

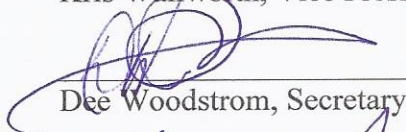
APPROVED AND ADOPTED this 1st day of April, 2019, by the undersigned Board Members of the Association.



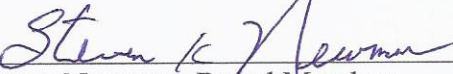
Lisa Burt, President



Kris Wallworth, Vice President



Dee Woodstrom, Secretary



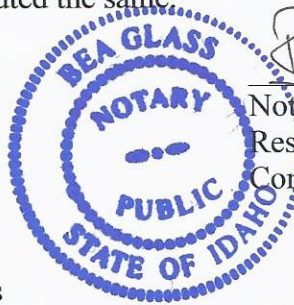
Steve Newman, Board Member



Donna Bates, Board Member

STATE OF IDAHO)
 : SS
COUNTY OF BOISE)

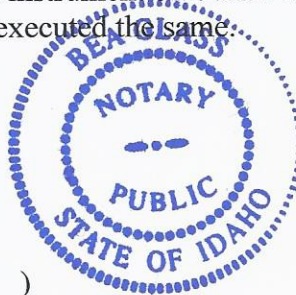
On this 15 day of JULY, in the year 2019, before me, a Notary Public in and for said State, personally appeared Lisa Burt, known or identified to me to be the PRESIDENT, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Bea Glass
Notary Public of Idaho
Residing at IDAHO CITY, ID
Commission expires: 11/18/22

STATE OF IDAHO)
 : SS
COUNTY OF BOISE)

On this 15 day of JULY, in the year 2019, before me, a Notary Public in and for said State, personally appeared Kris Wallworth, known or identified to me to be the VICE PRESIDENT, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Bea Glass
Notary Public of Idaho
Residing at IDAHO CITY, ID
Commission expires: 11/18/22

STATE OF IDAHO)
 : SS
COUNTY OF BOISE)

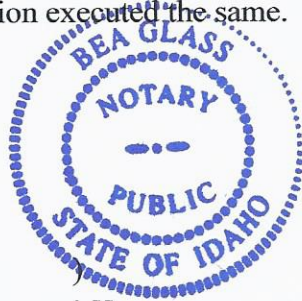
On this 15 day of JULY, in the year 2019, before me, a Notary Public in and for said State, personally appeared Dee Woodstrom, known or identified to me to be the SECRETARY, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Bea Glass
Notary Public of Idaho
Residing at IDAHO CITY, ID
Commission expires: 11/18/22

STATE OF IDAHO)
 : SS
COUNTY OF BOISE)

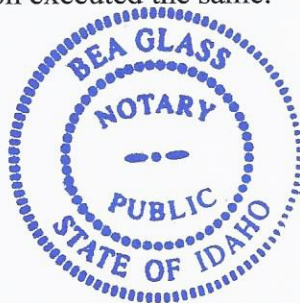
On this 15 day of JULY, in the year 2019, before me, a Notary Public in and for said State, personally appeared Steven K Newman, known or identified to me to be the BOARD MEMBER, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Bea Glass
Notary Public of Idaho
Residing at IDAHO CITY, ID
Commission expires: 11/18/22

STATE OF IDAHO)
 : SS
COUNTY OF BOISE)

On this 15 day of JULY, in the year 2019, before me, a Notary Public in and for said State, personally appeared Donna Bates, known or identified to me to be the BOARD MEMBER, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Bea Glass
Notary Public of Idaho
Residing at IDAHO CITY, ID
Commission expires: 11/18/22