

**Department of State.**

**CERTIFICATE OF INCORPORATION  
OF**

HEATHERLANDS HOMEOWNERS ASSOCIATION, INC.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of \_\_\_\_\_

HEATHERLANDS HOMEOWNERS ASSOCIATION, INC.

duly signed pursuant to the provisions of the Idaho Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated November 30, 19 79.



*Pete T. Cenarrusa*

SECRETARY OF STATE

\_\_\_\_\_  
Corporation Clerk

FILED

ARTICLES OF INCORPORATION

OF

HEATHERLANDS HOMEOWNERS ASSOCIATION, INC.

STATE

RECEIVED

SECRETARY OF STATE

KNOW ALL MEN BY THESE PRESENTS: That we, the under-  
signed, each being a natural person of full age and a citizen  
of the United States of America, have voluntarily and do hereby  
associate ourselves together for the purpose of forming a  
corporation under the laws of the State of Idaho, Idaho Code,  
Title 30, Chapter 10. We do hereby certify, declare and adopt  
the following Articles of Incorporation.

ARTICLE I

The name of the corporation is: Heatherlands  
Homeowners Association, Inc.

ARTICLE II

The period of existence and the duration of the life  
of this corporation shall be perpetual.

ARTICLE III

This corporation shall be a non-profit, membership  
corporation.

ARTICLE IV

The location and post office address of the regis-  
tered office of this corporation shall be P. O. Box 1093, Sun  
Valley, Idaho, 83353. 232 MAIN STREET SOUTH, KETCHUM,  
IDAHO, 83340. INITIAL AGENT - JEROLD R. KIRKMAN - ADDRESS  
SAME AS ABOVE.

ARTICLE V

(A) The nature of the business and the object and purpose  
of this corporation shall be as follows:

1           (1) To form a corporation under Title 30, Chapter 10  
2 of the Idaho Code, for the purpose of providing a Master  
3 Association to which all owners of homes located in  
4 Heatherlands Homeowners Association, Blaine County, Idaho,  
5 shall belong for the purpose of maintaining and creating an  
6 environment that will provide maximum opportunity for the  
7 orderly development of a residential area. This corporation  
8 shall be the Master Association defined in the Master  
9 Declaration of Covenants, Conditions and Restrictions of  
10 Heatherlands Homeowners Association (hereinafter referred to as  
11 the "Master Declaration") which Master Declaration will be  
12 filed of record with the Blaine County Recorder. All of the  
13 words or terms which are capitalized herein shall have the same  
14 meaning and definition as contained in the definitions section  
15 of the Master Declaration, which definitions are incorporated  
16 herein by reference.

17           (2) To form an association in which the rights,  
18 privileges, burdens, responsibilities and interest of all  
19 Members shall be based upon the ownership of each home in  
20 Heatherlands Homeowners Association. This corporation shall  
21 have all powers incidental to a corporate structure except as  
22 its powers are restricted in the Master Declaration.

23           (3) To receive and accept and to be obligated to  
24 receive and accept from the Grantor, grants of right, title and  
25 interest in Association Property, to assume the functions and  
26 obligations imposed upon the Association Property as provided  
27 for under the Master Declaration. All Association Property,  
28 both real and personal, received and accepted by the corpora-

1   tion shall be held for the benefit and use of the members of  
2   the corporation.

3           (4)   To prosecute any violation in law or equity  
4   against any person or persons who violate or attempt to violate  
5   any provisions of the Heatherlands Homeowners Association  
6   Restrictions as set forth in the Master Declaration and to do  
7   all acts reasonably necessary or convenient to carry out all of  
8   the provisions of the Heatherlands Homeowners Association  
9   Restrictions.

10           (5)   To receive and accept, to take and to hold,  
11   directly or indirectly, by request, devise, gift, purchase or  
12   lease either absolutely or in trust any real or personal pro-  
13   perty without limitation as to amount or value for any of the  
14   purposes and objectives set forth in these Articles of Incor-  
15   poration.

16           (6)   The corporation shall have the power to levy  
17   regular or special assessments to fulfill the obligations and  
18   purposes set forth in these Articles of Incorporation and in  
19   the Master Declaration.

20   (B)       In addition to the foregoing, where not inconsistent  
21   with the laws of the State of Idaho and in particular Title 30,  
22   Chapter 10 or the Master Declaration the corporation shall have  
23   the following powers:

24           (1)   The authority set forth in Title 30 of the Idaho  
25   Code relating to the organization and conduct of general busi-  
26   ness corporations.

27           (2)   To buy, sell, acquire, hold or mortgage, or  
28   enter into security agreements, pledge, lease, assign, trans-

1   fer, trade and deal in and with all kinds of personal property,  
2   goods, wares and merchandise of every kind, nature and descrip-  
3   tion.

4               (3) To buy, sell, lease, let, mortgage, exchange or  
5   otherwise acquire or dispose of homes, buildings, and real  
6   property, hereditaments and appurtenances of all kinds and  
7   wheresoever situated, and of any interest and rights therein,  
8   to the same extent as natural persons might or could do, and  
9   without limit as to amount.

10              (4) To borrow money, to draw, make, accept, enforce,  
11   transfer and execute promissory notes, debentures and other  
12   evidences of indebtedness, and for the purpose of securing any  
13   of its obligations or contracts, to convey, transfer, assign,  
14   deliver, mortgage and/or pledge all or any part of the Property  
15   or assets, real or personal, at any time owned or held by this  
16   corporation.

17              (5) To have one or more offices to carry on all or  
18   any part of its operations and business, and to do all and  
19   everything necessary, suitable, convenient or proper for the  
20   accomplishment of any of the purposes, or the attainment of any  
21   one or more of the objects herein named, or which shall at any  
22   time appear conducive or expedient for the protection or bene-  
23   fit of the Master Association, and which now or hereafter may  
24   be authorized by law, and this to the same extent and as fully  
25   as natural persons might or could do, as principals, agents,  
26   contractors, trustees or otherwise, and either alone or in  
27   connection with any firm, person, association or corporation.

1           (6) The foregoing clauses are to be construed both  
2 as objects and powers. As hereby expressly provided, an  
3 enumeration herein of the objects, powers and purposes shall  
4 not be held to restrict in any manner the general powers of the  
5 corporation. The corporation shall have the power to do all  
6 acts that are necessary and convenient to obtain the objects  
7 and purposes herein set forth to the same extent and as fully  
8 as any natural person could or might do, within the framework  
9 of the Idaho Condominium Property Act, these Articles of  
10 Incorporation, and the general corporation laws of the State of  
11 Idaho.

12                           ARTICLE VI

13           In no event shall any income or assets of the cor-  
14 poration be distributed to or inure to the benefit of any  
15 Member, director or officer hereof, either directly or indi-  
16 rectly, other than as bona fide expenses in carrying out the  
17 instructions and directions of the Board of Directors and the  
18 Officers in order to accomplish and achieve the purpose and  
19 objectives of the corporation.

20                           ARTICLE VII

21           A. The corporation shall not issue any capital  
22 stock, but shall issue membership certificates to each Member  
23 hereof, including the Grantor, under the terms and conditions  
24 hereinafter set forth. Each Owner (including the Grantor) of a  
25 home, by virtue of being such an Owner and for so long as he is  
26 such an Owner, shall be deemed a member of the Master  
27 Association. The Master Association membership of each Owner  
28 (including the Grantor) shall be appurtenant to said home and

1 shall not be transferred, pledged or alienated in any way  
2 except upon the transfer of title to said home, and then only  
3 to the transferee of title to said home. Any attempt to make a  
4 prohibited transfer shall be void. Any transfer of title to  
5 said home shall operate automatically to transfer said member-  
6 ship to the new Owner thereof.

7           B. There shall be one class of membership designated  
8 as Class A. Class A members shall originally be all Owners  
9 including the Grantor, and shall be entitled to one vote for  
10 each home or lot owned. The Owner of each Lot in Heatherlands  
11 Homeowners Association may, by notice to the Association,  
12 designate a person (who need not be an Owner) to exercise the  
13 vote for such Lot. Said designation shall be revocable at any  
14 time by notice to the Association by the Owner. Such powers of  
15 designation and revocation may be exercised by the guardian of  
16 an Owner's estate or by his conservator, or in the case of a  
17 minor having no guardian, by the parent entitled to his  
18 custody, or during the administration of an owner's estate, by  
19 his personal representative, executor or administrator where  
20 the latter's interest in said property is subject to adminis-  
21 tration in his estate.

22           C. In any election of the members of the Board,  
23 every Owner (including the Grantor) entitled to vote at such an  
24 election shall have the right to cumulate his votes and give  
25 one candidate, or divide among any number of the candidates, a  
26 number of votes equal to the number of votes to which that  
27 Owner is entitled in voting upon other matters, multiplied by  
28 the number of directors to be elected. The candidates receiv-

1 ing the highest number of votes, up to the number of the Board  
2 members to be elected, shall be deemed elected. Any Director  
3 may be removed from office by a vote of a majority of the  
4 members entitled to vote at an election of directors; provided,  
5 however, that unless the entire Board is removed, an individual  
6 director shall not be removed if the number of votes cast  
7 against his removal exceeds the quotient arrived at when the  
8 total number of votes cast is divided by one plus the autho-  
9 rized number of directors. If any or all directors are so  
10 removed, new directors may be elected at the same meeting.

11 D. Suspension of Voting Rights. There shall be no  
12 violation of the Heatherlands Homeowners Association Rules once  
13 adopted by the Board after Notice and Hearing. If any Owner,  
14 his family, or any licensee, lessee or invitee violates the  
15 Heatherlands Homeowners Association Rules, the Board may impose  
16 a special assessment upon such person of not more than Twenty  
17 Dollars (\$20.00) for each violation and/or may suspend the  
18 right of such person to use the Association Properties, under  
19 such conditions as the Board may specify, for a period not to  
20 exceed thirty (30) days for each violation. Before invoking  
21 any such assessment or suspension, the Board shall give such  
22 person Notice and Hearing. Any assessment imposed hereunder  
23 which remains unpaid for a period of ten (10) days or more,  
24 shall become a lien upon the Owner's Lot upon its inclusion in  
25 a notice of assessment recorded pursuant to Article VIII,  
26 Section 8.06 of the Master Declaration.

27 E. Subsections A, B and C of this Article (Article  
28 VII) shall not be amended without the consent of eighty per



1 cent (80%) of the combined number of Lots within Heatherlands  
2 Homeowners Association.

3 F. The following sections of the Master Declaration  
4 dealing with specific voting requirements which require special  
5 action of the membership are incorporated herein by reference:  
6 Section 5.05K, Section 6.03B(2), Section 8.04 and Section 9.01.

7 G. The mortgaging, encumbering, or other disposition  
8 of any property, real or personal, of the corporation valued in  
9 excess of One Thousand Dollars (\$1,000.00) shall require the  
10 prior consent of at least fifty-one (51%) percent of the voting  
11 power of each class of the membership of the corporation.

#### 12 ARTICLE VIII

13 Each Member shall be liable for payment of all  
14 regular and special assessments provided for in the Master  
15 Declaration and for payment and discharge of the liabilities of  
16 the corporation as provided for in the Master Declaration and  
17 as set forth in the By-Laws of the Corporation.

#### 18 ARTICLE IX

19 The By-Laws of this corporation may be altered,  
20 amended or new By-Laws adopted at any regular or any special  
21 meeting of the corporation called for that purpose by the  
22 affirmative vote of two-thirds (2/3) of the votes entitled to  
23 be cast by the Members present at such meeting.

#### 24 ARTICLE X

25 For the purpose of specifying in detail the rights,  
26 responsibilities, duties and obligations of the Board of  
27 Directors, the officers, the manager, or other employees and  
28 agents of the Master Association and the Members thereof,

1 including the obligation of the Members to accept Master  
2 Association Property and the liability of the Members for the  
3 payment of assessments, the By-Laws may incorporate by refer-  
4 ence the provisions of the Master Declaration recorded in  
5 Blaine County, State of Idaho, provided a true and correct copy  
6 of the Master Declaration is attached to and made a part of the  
7 By-Laws of the corporation.

8 ARTICLE XI


9 The business and affairs of the Master Association  
10 shall be managed and controlled by a Board of Directors. The  
11 original Board of Directors shall be three (3); however, the  
12 By-Laws of the Master Association may provide for an increase  
13 or decrease in their number, provided that the number of  
14 directors shall not be greater than nine (9) nor less than  
15 three (3). ORIGINAL BOARD OF DIRECTORS; JEROLD KIRKMAN, P.O. Box 1093, SUN  
16 VALLEY, IDAHO 83353 - SHEILA DANIELS, P.O. Box 77, KETCHUM, IDAHO 83343 AND  
THOMAS BEZDEKA, P.O. Box 194, KETCHUM, IDAHO 83340  
ARTICLE XII

17 The name and post office address of the incorporator  
18 is as follows:

19	<u>Name</u>	<u>Address</u>
20	Jerold R. Kirkman	P. O. Box 1093
21		Sun Valley, ID 83353

22 IN WITNESS WHEREOF, we have hereunto set our hands  
23 and seals this 21st day of November, 1979.

24  
25

  
Jerold R. Kirkman

1 STATE OF IDAHO )  
2 ) ss.  
3 County of )

4 On this 21st day of November, 1979, before me, the  
5 undersigned, a notary public in and for said county and state,  
6 personally appeared Jerold R. Kirkman, known to me to be the  
7 person whose name is subscribed to the within instrument and  
8 acknowledged to me that he executed the same.

9 IN WITNESS WHEREOF, I have hereunto set my hand and  
10 affixed my official seal, the same day and year in this certi-  
11 ficate first above written.

12  
13  
14

Cathy C. (Etters) Negepoints  
NOTARY PUBLIC FOR IDAHO  
Residing at Hailey