

FILED EFFECTIVE

07 APR 13 PM 3:52

**SECRETARY OF STATE
STATE OF IDAHO**

**ARTICLES OF INCORPORATION
OF
ROCK POINTE CONDOMINIUMS OWNERS ASSOCIATION, INC.**

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, for the purpose of forming a non-profit corporation under the laws of the State of Idaho in compliance with the provisions of Title 30, Chapter 3 of the Idaho Code, does hereby certify, declare, and adopt the following Articles of Incorporation ("Articles"):

**ARTICLE I
NAME**

The name of the corporation shall be ROCK POINTE CONDOMINIUMS OWNERS ASSOCIATION, INC. (the "Association").

**ARTICLE II
TERM**

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

**ARTICLE III
NON-PROFIT**

The Association shall be a non-profit, membership corporation.

**ARTICLE IV
REGISTERED AGENT**

The location and street address of the initial registered office of the Association shall be 300 North 6th Street, Boise, Idaho 83702, and CT Corporation is hereby appointed the initial registered agent of the Association.

IDAHO SECRETARY OF STATE
04/13/2007 05:00
CK: 50034 CT: 1626 BH: 1047097
1 0 30.00 = 30.00 INC NONP # 2

C172610

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the Members thereof. The Association is formed to provide for certain regulation of the use of the condominium Units located upon that certain real property governed by that certain Condominium Declaration for Rock Pointe Condominiums, recorded in the real property records of Ada County, Idaho (the "Condominium Declaration"), in which the Association has been designated as the management body for the purposes of governing such Units (collectively, "Rock Pointe Condominiums") and to promote the health, safety, and welfare of the Owners and of the tenants within Rock Pointe Condominiums. The Association's governance under the Condominium Declaration shall include, without limitation, the implementation of the following:

(A) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Condominium Declaration, as amended and/or supplemented from time to time as therein provided;

(B) Fix, levy, assess, and enforce payment by any lawful means of all charges or Assessments pursuant to the terms of the Condominium Declaration, and all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;

(C) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association under the limitations imposed by the Condominium Declaration;

(D) Borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(E) Have and exercise any and all powers, rights, and privileges that a corporation organized under the Idaho Nonprofit Corporation Act may by law now or hereafter have or may exercise, subject only to limitations contained in the Condominium Declaration and in the Bylaws.

ARTICLE VI

MEMBERSHIP

The Association shall have members. Membership in the Association and the voting rights of the membership shall be pursuant to the terms of the Condominium Declaration.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors (collectively, the "Board"; individually, "Directors") to carry out all of the powers and duties of the Association as set forth herein. From and after the Class B Member Termination Date, the Directors shall be Members of the Association. The Board shall initially consist of three (3) Directors. The Board may by resolution change the number of Directors on the Board; provided, however, it shall not consist of less than three (3) Directors or more than five (5) Directors. The names and

addresses of the persons who are to act in the capacity of Directors until the selection of their successors are as follows:

Louis Alonso

NBC Tower
225 Broadway, 18th Floor
San Diego, CA 92101

Brian Trotier

NBC Tower
225 Broadway, 18th Floor
San Diego, CA 92101

Greg Bowen

NBC Tower
225 Broadway, 18th Floor
San Diego, CA 92101

ARTICLE VIII ASSESSMENTS

Each Member shall be liable for the payment of Assessments pursuant to the Condominium Declaration and as set forth in the Bylaws.

ARTICLE IX BYLAWS

The Bylaws may be altered or amended or new Bylaws adopted at any regular meeting or at any special meeting of the Association called for that purpose, by the affirmative votes of more than fifty percent (50%) of the total voting power of the Association's Members or as otherwise set forth in the Bylaws. For the purpose of specifying in detail the rights, responsibilities, duties, and obligations of the Board, of the officers, employees, and agents of the Association, and of the Members for the payment of Assessments, the Bylaws may incorporate by reference the provisions of the Condominium Declaration.

ARTICLE X DISSOLUTION

The Association shall be dissolved only at a regular meeting or at a special meeting of the Association called for that purpose, by the affirmative votes of no less than two-thirds (2/3) of the total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real property and other assets of the Association shall be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created or (ii) granted, conveyed, and assigned to a non-profit corporation, association, trust, or other organization devoted to such similar purposes. Notwithstanding any other provisions of these Articles, the Association shall not carry on any other activities not permitted by any organization exempt from federal income tax under Section 528 of the Internal Revenue Code of 1986 as amended (or under the corresponding provisions of any future United States internal revenue law).

ARTICLE XI
AMENDMENTS

Amendment of these Articles may be made at any regular meeting or at any special meeting of the Association called for that purpose, by the affirmative vote of at least two-thirds (2/3) of the total voting power of the Association, and, if required by the Condominium Declaration, the consent of holders of Mortgages on Units within Rock Pointe Condominiums who have requested that the Association provide them notice of proposed action in writing which affects their interests. No amendment that is inconsistent with the provisions of the Condominium Declaration shall be valid.

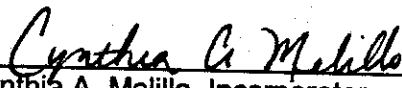
ARTICLE XII
MEANING OF TERMS

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Condominium Declaration.

ARTICLE XIII
INCORPORATION

Cynthia A. Melillo, 601 West Bannock Street, Boise, Idaho 83702, shall be the incorporator of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal effective this 13th day of April 2007.



Cynthia A. Melillo, Incorporator