

ARTICLES OF INCORPORATION
BALD EAGLE POINT HOMEOWNERS ASSOCIATION, INC.

For Office Use Only -FILED- File #: 0004501521 Date Filed: 11/5/2021 12:32:00 PM
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THE UNDERSIGNED, acting as incorporator of a nonprofit corporation under the Idaho Nonprofit Corporation Act, Idaho Code § 30-30-101, *et. seq.* (hereinafter, "Act"), adopts the following Articles of Incorporation.

ARTICLE I
NAME

The name of the Corporation (hereinafter called the "Corporation" or "Association") is **BALD EAGLE POINT HOMEOWNERS ASSOCIATION, INC.** The Association is a nonprofit corporation.

ARTICLE II
DURATION

The duration of the Corporation is perpetual.

ARTICLE III
DEFINITIONS

Except as otherwise provided in these Articles, unless the context clearly requires otherwise, terms used in these Articles, whether or not capitalized, that are not otherwise defined herein, but are defined in the Declaration of Covenants, Conditions, and Restrictions for Bald Eagle Point Subdivision ("Declaration"), have the meanings set forth in the Declaration. Terms not defined in either these Articles or the Declaration, but which are defined in the Act, shall have the meanings set forth in the Act.

ARTICLE IV
PURPOSES AND POWERS OF THE CORPORATION

Section 1. Purposes. The purpose of the Corporation is to manage, operate, administer, govern, and serve as the means through which the owners of lots in the Bald Eagle Point residential subdivision ("Subdivision") may take action with regard to the administration, management and operation of the Subdivision. The specific primary purposes for which the Corporation is formed are to provide for the acquisition, construction, management, operation, administration, maintenance, repair, improvement, preservation, architectural control, enforcement, and protection of Common Property, individual Lots, and other property rights within the boundaries and jurisdiction of the Subdivision, which is located in the City of Eagle, Ada County, Idaho.

As part of these purposes, the Corporation may act to promote the health, safety, and welfare of all owners and occupants using or residing at the property within the Subdivision. The Corporation may also act to preserve, protect, and enhance the property within the Subdivision. All actions of the Corporation must be in accordance with the Declaration, Bylaws, or other Project Documents, as they may be amended or supplemented from time to time, which are or may be recorded in the Records of Ada County, Idaho.

Section 2. Powers. In furtherance of these purposes, and augmenting, but not limiting any other purposes, powers, or authority of the Association as stated in the Declaration, Bylaws, any other Project Documents, or under Idaho law, the Corporation shall have the power to:

(a) Perform all duties and obligations of the Association as set forth in the Declaration, Bylaws, or other Project Documents;

(b) Fix, levy, collect, and enforce Assessments as set forth in the Declaration;

(c) Operate, manage, maintain, repair, replace, insure, govern, and oversee the Common Area and any Improvements thereon, and Common Property and any Improvements thereon that is owned or may, in the future, be owned by the Association in accordance with the provisions of the Declaration. This shall include, without limitation, the power to control, administer, maintain, and oversee, or to contract for the administration, maintenance, and oversight of the ponds, pumping station, riverside walkway, and other amenities or Improvements within the Subdivision.

(d) Pay all expenses and obligations incurred by the Association in the conduct of its business, including, without limitation, all licenses, taxes, permits, or governmental charges levied or imposed against the Common Area or Common Property;

(e) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, exchange, mortgage, encumber, transfer, dedicate for public use, or otherwise dispose of real or personal property, including Common Area and Common Property, in connection with the affairs of the Association, but subject to members' voting rights as contained in the Declaration, Bylaws, or other Project Documents;

(f) Make contracts and incur liabilities, borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property or its rights to current and future Assessments as security for money borrowed or debts incurred, subject to members' voting rights as contained in the Declaration, Bylaws, or other Project Documents;

(g) Dedicate, sell, transfer, or grant easements over all or any such part of the Common Area or Common Property to any public agency, authority, utility, or others, including Association Members, for such purposes and subject to such conditions as may be agreed to or voted upon by the Members if such agreement or voting mandate is required by the Declaration or Bylaws.

(h) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional property to the property administered, operated, and managed by the Association;

(i) Have and exercise any and all powers, rights, privileges, and authority which a corporation organized under the Act by law may now or hereafter have or exercise.

The affairs of the Association shall be managed and governed by its Board of Directors.

ARTICLE V

INITIAL REGISTERED AGENT

The name and street address of the initial registered agent of the Corporation is as follows:

Janice Rose
11611 W. Lanktree Gulch Road
Star, ID 83669

ARTICLE VI

CORPORATION MAILING ADDRESS

The mailing address of the Corporation is as follows:

PO Box 810
Star, ID 83669-5880

ARTICLE VII

MEMBERS AND MEMBERSHIP

Section 1. Non-stock Corporation. Participation in management and ownership of the Association shall be by membership only. The Association shall issue no stock and have no shareholders.

Section 2. Membership. Each Owner of a Lot shall automatically, upon becoming an Owner, be a Member of the Association. Each Owner shall remain a Member of the Association until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease.

Without any other act or acknowledgment, Members shall be governed and controlled by the Declaration, these Articles, the Bylaws, and the Rules and Regulations of the Association and any amendments thereof. The rights, obligations and other entitlements granted to or imposed upon a Member commence upon acquisition of the ownership of a Lot and terminate upon

disposition of the ownership. However, termination of ownership does not discharge a Member from obligations incurred prior to termination.

Section 3. Transferred Membership. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of any Lot. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Transfer of ownership of a Lot shall automatically transfer membership in the Association.

Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his or her name to the purchaser of his or her Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

Section 4. Classes of Membership. The Association shall have the following two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners of Lots other than Declarant, and each Class A Member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Members are entitled to vote.

(b) Class B. The Class B Member shall be Declarant, its successors and assigns. The Class B Member shall have three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of the following dates (the "Termination Date"):

- (1) Twenty (20) years after the date the Declaration is recorded; or
- (2) At such earlier time as Declarant elects in writing to terminate Class B membership.

(c) After the Termination Date, each Member, including Declarant, shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Members are entitled to vote, and the total number of votes shall be equal to the total number of Lots subject to this Declaration. If a Member owns more than one Lot, the Member has one (1) vote for each Lot owned. The Board is entitled to vote on behalf of any Lot that has been acquired by or on behalf of the Association. However, the Board is not entitled to vote any Lot in any election of directors. The method of voting is as specified in the Bylaws.

(d) When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event shall fractional voting be allowed. Fractional or split votes shall be disregarded, except for purposes of determining a quorum.

Section 5. Cumulative Voting. Cumulative voting is not allowed.

ARTICLE VIII **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of three (3) Directors, who shall be Members of the Association or agents of a corporate Member, with the Association having the right to increase the number of Directors according to the Bylaws. The Declarant shall retain the right to control the composition of the Board of Directors until turnover as otherwise provided in the Declaration.

The names and addresses of the initial three (3) Directors of the Association until the selection or appointment of their successors are:

<u>Name</u>	<u>Address</u>
James Perry	1225 N. Meeker Pl. Suite 130 Boise, ID 83713
Sandra Adams	1225 N. Meeker Pl. Suite 130 Boise, ID 83713
Kenneth Clark	1225 N. Meeker Pl. Suite 130 Boise, ID 83713

ARTICLE IX **INCORPORATOR**

The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
Christopher M. Tingey	Vial Fotheringham LLP 17355 SW Boones Ferry Rd., Suite A Lake Oswego, OR 97035

ARTICLE X **INDEMNIFICATION**

A member of the Board of Directors or an officer of the Association shall not be liable to the Association or any Member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in performance of such Board member or officer's duties, except for acts of gross negligence or intentional acts. In the event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred, including, without limitation, defense costs and attorney fees, to the maximum extent permitted by law.

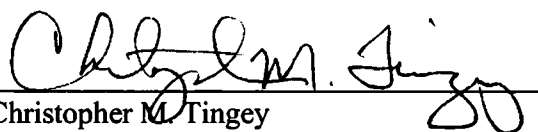
ARTICLE XI
DISSOLUTION

In the event of dissolution, liquidation, or winding up of the Association, after paying or adequately providing for the debts and obligations of the Association, the Directors or person in charge of liquidation shall distribute the remaining assets to a nonprofit corporation or other entity charged with the administration of the Subdivision. If the Subdivision is terminated or if there is no such entity formed to take over administration of the Subdivision, then the remaining assets shall be distributed among the Members in accordance with their respective rights thereto as established in the Declaration.

ARTICLE XII
AMENDMENT OF ARTICLES

These Articles may be amended at any time and in any manner by the vote of sixty-seven percent (67%) of the total voting power of the Association (both classes combined), and the consent of the Declarant, where the Declarant holds at least fifteen percent (15%) of the total voting power in the Association; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision herein shall not be less than the percentage of affirmative votes prescribed for action to be taken under said clause or provision; and provided further, that such an amendment shall not be inconsistent with the law.

For the purpose of forming this Association under the laws of the State of Idaho, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation on October 29, 2021.



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