

State of Idaho

Department of State

CERTIFICATE OF INCORPORATION OF

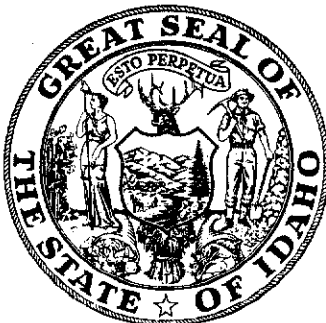
SUMMIT HOMEOWNERS' ASSOCIATION, INC.

File number C 116885

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 SUMMIT 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: October 23, 1996



Pete T. Cenarrusa
SECRETARY OF STATE

By *John Smith*

Oct 23 2 40 PM '96
SECRETARY OF STATE
STATE OF IDAHO

ARTICLES OF INCORPORATION

OF

SUMMIT

HOMEOWNERS' ASSOCIATION, INC.

Oct 23 12 12 PM '96
SECRETARY OF STATE
STATE OF IDAHO
DATE 10/22/1996
1154
33810
DUES 71760
INC. NO. 1154
30.00 = 30.00

In compliance with the requirements of Title 30, Chapter 3, Idaho Code, the undersigned, who is a resident of the City of Boise, County of Ada, State of Idaho, and who is of full age, has this day voluntarily associated for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

The name of the corporation is **SUMMIT HOMEOWNERS' ASSOCIATION, INC.** (hereinafter referred to as "Association").

ARTICLE II

The principal office of the Association is located at 1111 S. Orchard St., Ste. 650, Boise, Idaho 83705.

ARTICLE III

William A. Narver, whose address is 5602 Randolph Drive, Boise, Idaho 83705, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area, if any, within that certain tract of property described as:

1 A tract of land in the Northwest Quarter Northeast Quarter of Section 23, Township 2 North,
2 Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as
3 follows:

4 BEGINNING at the Quarter corner common to Sections 14 and 23 of Township 2 North,
5 Range 1 West, an iron pin in the center line of Deer Flat Road and High School Road, the
6 True Point of Beginning, thence

7 South 00°04'00" East a distance of 779.35 feet along the center line of High School Road
8 to a point; thence

9 South 64°26'20" East along the right-of-way line of Teed Lateral 273.90 feet to an iron pin;
10 thence

11 South 45°48'14" East along the right-of-way line of Teed Lateral a distance of 600.24 feet
12 to an iron pin on the South boundary line of the Northwest Quarter Northeast Quarter of
13 said Section 23, thence

14 North 89°51'20" East a distance of 645.1 feet to an iron pin on the East boundary line of
15 said Northwest Quarter Northeast Quarter; thence

16 North 00°04'00" West a distance of 1314.5 feet to an iron pin on the center line of Deer
17 Flat Road, also the North boundary line of Section 23; thence

18 South 89°59'50" West a distance of 1321.82 feet along the center line of Deer Flat Road
19 to the Point of Beginning.

20 SUBJECT TO:

21 All easements and road rights-of-way of record on the above described parcel of land.

22 and to promote the health, safety and welfare of the residents within the above-described
23 property and any additions thereto as may hereafter be brought within the jurisdiction of
24 this Association and for this purpose to:

- 25 (a) exercise all of the powers and privileges and to perform all of the duties and
26 obligations of the Association as set forth in that certain Declaration of
27 Covenants, Conditions and Restrictions for Summit View Subdivision
28 (hereinafter called the "Declaration") applicable to the property, and
recorded or to be recorded in the Office of the County Recorder of Ada
County, Idaho, and as the same may be amended from time to time as
therein provided, said Declaration being incorporated herein as if set forth
at length;

- 1 (b) fix, levy, collect, and enforce payment by any lawful means all charges or
2 assessments pursuant to the terms of the Declaration, and pay all expenses
3 in connection therewith and all office and other expenses incident to the
4 conduct of the business of the Association, including all licenses, taxes or
5 governmental charges levied or imposed against the property of the
6 Association;
- 7 (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon,
8 operate, maintain, convey, sell, lease, transfer, dedicate for public use, or
9 otherwise dispose of real or personal property in connection with the affairs
10 of the Association;
- 11 (d) borrow money and, with the assent of two-thirds (2/3) of each class of
12 members, pledge, deed in trust, or hypothecate any or all of its real or
13 personal property as security for money borrowed or debts incurred;
- 14 (e) dedicate, sell or transfer all or any part of the Common Area to any public
15 agency, authority or utility for such purposes and subject to such conditions
16 as may be agreed to by the members. No such dedication or transfer shall
17 be effective unless an instrument has been signed by two-thirds (2/3) of
18 each class of members, agreeing to such dedication, sale or transfer;
- 19 (f) participate in mergers and consolidations with other nonprofit corporations
20 organized for the same purposes or annex additional residential property
21 and Common Area, provided that any such merger, consolidation or
22 annexation shall have the assent of two-thirds (2/3) of each class of
23 members; and
- 24 (g) have and exercise any and all powers, rights and privileges which a
25 corporation organized under the Non-Profit Corporation Law of the State of
26 Idaho by law may now or hereafter have or exercise.

27 **ARTICLE V**

28 **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract buyers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the

1 performance of an obligation. Membership shall be appurtenant to and may not be
2 separated from ownership of any Lot which is subject to assessment by the Association.

3 4 **ARTICLE VI**

5 **VOTING RIGHTS**

6 The Association shall have two classes of voting membership:

7 Class A. The Class A members shall be all Owners, with the exception of
8 the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more
9 than one person holds an interest in any Lot, all such persons shall be Members.
10 The vote for such Lot shall be exercised as they determine, but in no event shall
11 more than one vote be cast with respect to any Lot.

12 Class B. The Class B members shall be the Declarant and shall be
13 entitled to three (3) votes for each Lot owned. The Class B membership shall
14 cease and be converted to Class A membership on the happening of either of the
15 following events, whichever occurs earlier:

- 16 (a) When Declarant no longer owns any Lots within the property subject
17 to the Declaration, or
18 (b) on January 1, 2006.

19 **ARTICLE VII**

20 **BOARD OF DIRECTORS**

21 The affairs of this Association shall be managed by a board of three (3) directors,
22 who need not be members of the Association. The number of directors may be changed
23 by amendment of the Bylaws of the Association. The names and addresses of the
24 persons who are to act in the capacity of directors until the selection of their successors
25 are:

26 <u>Name</u>	27 <u>Address</u>
28 WILLIAM A. NARVER	5602 Randolph Drive Boise, Idaho 83705

1 SHARON LITZEBAUER

1922 W. Emerald Falls Court
Meridian, Idaho 83642

2
3 DAVID L. JONES

8949 W. Landmark Ct.
Boise, Idaho 83704

4
5 At the first annual meeting the members shall elect three (3) directors for a term of
6 one (1) year.

7
8 **ARTICLE VIII**
9 **DISSOLUTION**

10 The Association may be dissolved with the assent given in writing and signed by
11 not less than two-thirds (2/3) of each class of members. Upon dissolution of the
12 Association, other than incident to a merger or consolidation, the assets of the Association
13 shall be dedicated to an appropriate public agency to be used for purposes similar to
14 those for which this Association was created. In the event that such dedication is refused
15 acceptance, such assets shall be granted, conveyed and assigned to any nonprofit
16 corporation, association, trust or other organization to be devoted to such similar
17 purposes.

18 **ARTICLE IX**
19 **DURATION**

20 The Association shall exist perpetually.

21
22 **ARTICLE X**
23 **AMENDMENTS**

24 Amendment of these Articles shall require the assent of seventy-five (75%) of the
25 entire membership.
26
27
28

1 IN WITNESS WHEREOF, for the purpose of forming this corporation under the
2 laws of the State of Idaho, I, the undersigned, constituting the sole incorporator of this
3 Association, have executed these Articles of Incorporation this 21st of October
4 1996.

5 
6 WILLIAM A. NARVER

7
8
9
10
11
12
13 ACKNOWLEDGEMENT — Corporate

14 STATE OF Idaho County of Ada ss.

15 On this 21st day of October
16 in the year of 1996, before me, the undersigned, a Notary

17 Public in and for said State, personally appeared

William A. Narver

18 known or identified to me to be the President

19 of the corporation that executed the instrument

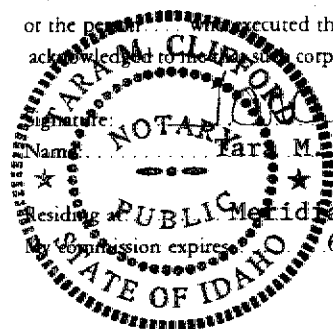
or the person who executed the instrument on behalf of said corporation, and

20 acknowledged to me that said corporation executed the same.

21 Signature: 
22 Name: Tara M. Clifford
(type or print)

23 Residing at Meridian, Idaho

24 My commission expires 6-10-98



87-009B