

ARTICLES OF INCORPORATION

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36TH STREET GARDEN PLAZA SUBDIVISION COMMERCIAL OWNERS ASSOCIATION, INC.

**SECRETARY OF STATE
STATE OF IDAHO**

KNOW ALL PERSONS BY THESE PRESENTS:

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

**ARTICLE I
NAME**

The name of the corporation shall be 36TH STREET GARDEN PLAZA SUBDIVISION COMMERCIAL OWNERS ASSOCIATION, INC. (hereinafter, the "Corporation" or the "Association").

**ARTICLE II
TERM**

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

**ARTICLE III
NONPROFIT**

The Corporation shall be a nonprofit, membership corporation.

**ARTICLE IV
REGISTERED AGENT**

The location and street address of the initial registered office of the Corporation shall be 3823 N. Garden Center Way, Boise, Idaho 83703, and Flinda F. Terteling is hereby appointed the initial registered agent of the Corporation.

**ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION**

The Corporation does not contemplate pecuniary gain or profit to the Members thereof, and among the purposes for which the Corporation is formed are to provide for certain regulations of the use and architectural control of the Commercial Building Lots and Commercial Common Area located in 36th Street Garden Plaza Subdivision according to the plat thereof recorded in Book 98 of Plats, Pages 12416-12418, in the official records of Ada County, Idaho (the "Project"), which Commercial Building Lots and Commercial Common Area constitute a portion of the Property covered by the Declaration of Covenants, Conditions and Restrictions for 36th Street Garden Plaza Subdivision, recorded or to be recorded in the official records of Ada County, Idaho (the "CC&Rs"); and to promote the health, safety and welfare of the Owners of the Commercial Building Lots and other users of the commercial property located in the Project; and for this purpose to:

(A) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the CC&Rs as amended from time to time as therein provided, said CC&Rs being incorporated herein as if set forth at length;

(B) Fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the CC&Rs and all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation;

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(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 Corporation under the limitations imposed by the CC&Rs;

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

(E) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property, provided that any such merger, consolidation or annexation shall comply with the requirements of the CC&Rs; and

(F) Have and exercise any and all powers, rights and privileges which a corporation organized under the Idaho Nonprofit Corporation Act may by law now or hereafter have or exercise, subject only to limitations contained in the Bylaws and the CC&Rs and the amendments and supplements thereto.

ARTICLE VI MEMBERSHIP

The person or entity holding fee title of record to a Commercial Building Lot located in the Project, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation, shall be a Member of the Corporation. Membership shall be appurtenant to and may not be separated from ownership of any Commercial Building Lot located in the Project. There shall only be one (1) membership in the Corporation for each Commercial Building Lot located in the Project.

ARTICLE VII VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

(A) Class A Members. There are no (and shall be no) Class A Members in the Association.

(B) Class B Members. The Owners (other than Grantor for so long as the Class C Member exists) of the Commercial Building Lots located in the Project shall be the Class B Members. Class B Members shall be entitled to cast the assigned number of votes in the Association as are set forth in the chart below next to the particular Commercial Building Lot owned by such Class B Member on the day of the vote.

Commercial Building Lot (and Related Building Shown on Development Plan Attached as Exhibit A to CC&Rs)	Assigned Number of Votes In Association
Parcel D, Block 1, on Plat Amendment (Building A)	20
Lot 1, Block 2, on Plat (Building B)	20
Lot 2, Block 2, on Plat (Building C)	5
Lot 24, Block 1, on Plat (Building D)	5
Parcel D, Block 1, on Plat Amendment (Building E)	5

(C) Class C Member. Grantor shall be the Class C Member and shall, notwithstanding anything in these Articles of Incorporation to the contrary, be the sole voting member of the Association, entitled to vote the collective voting power thereof until the Class C Member Termination Date (as such term is hereinafter defined). The Class C Member shall cease to exist upon the earlier to occur of the following: (a) Grantor owns less than five percent (5%) of the Building Lots; (b) Grantor informs the Board in writing that Grantor no longer wishes to exercise its rights as the Class C Member hereunder; or (c) five (5) years after the recordation of the CC&Rs. This date shall be referred to herein as the "Class C Member Termination Date."

ARTICLE VIII BOARD OF DIRECTORS

The affairs of the Corporation shall be managed by a board of directors comprised of three (3) Directors. All Directors other than the Initial Directors specified herein shall be comprised of Grantor or Members of the Corporation (or officers, directors, partners, members, managers, employees or agents of Grantor or such Members, as designated by Grantor or such Members). The number of Directors may be changed by amendment of the Bylaws of the Corporation, but in no event shall the number be less than three (3). The names and addresses of the persons who are to initially act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
J. L. Terteling	3823 N. Garden Center Way Boise, Idaho 83703
Flinda F. Terteling	3823 N. Garden Center Way Boise, Idaho 83703
David McKinnon	3823 N. Garden Center Way Boise, Idaho 83703

ARTICLE IX ASSESSMENTS

Each Member shall be liable for the payment of Assessments provided for in the CC&Rs, the Project Documents and as otherwise set forth in the Bylaws of the Corporation.

ARTICLE X DISSOLUTION

Unless otherwise provided by in the CC&Rs, the Corporation may be dissolved at any regular meeting, or at any special meeting of the Corporation called for that purpose, by the affirmative votes of Members representing not less than three-fourths (3/4) of the total voting power in the Corporation, either in person or by proxy. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the real property and other assets of the Corporation, if any, shall be: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Corporation was created; or (ii) granted, conveyed and assigned to a nonprofit corporation, association, trust or other organization to be devoted to such similar purposes; or (iii) distributed to the Owners of the Commercial Building Lots to be held by them as tenants in common in proportion to the number of Commercial Building Lots owned by each such Owner within the Project.

**ARTICLE XI
AMENDMENTS**

Amendment of these Articles of Incorporation may be made at any regular meeting, or at any special meeting of the Corporation called for that purpose, by the affirmative votes of Members representing not less than three-fourths (3/4) of the total voting power in the Corporation, either in person or by proxy. No amendment which is inconsistent with the provisions of the CC&Rs or Project Documents 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 applied to such terms in the CC&Rs including, without limitation, "Articles," "Assessments," "Board," "Bylaws," "Commercial Building Lot," "Commercial Common Area," "Grantor," "Member," "Owner," "Plat," "Plat Amendment," "Project Documents," and "Property."

**ARTICLE XIII
INCORPORATION**

Flinda F. Terteling, 3823 N. Garden Center Way, Boise, Idaho 83703, shall be the incorporator of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of March, 2008.

Flinda F. Terteling
FLINDA F. TERTELING, Incorporator