

**ARTICLES OF INCORPORATION FOR THE  
SYRINGA VALLEY HOMEOWNERS' ASSOCIATION, INC.**

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**-FILED-**

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The undersigned, in compliance with the requirements of the Idaho Code, corporation not for profit and does hereby certify:

**ARTICLE I  
NAME OF CORPORATION**

The name of the corporation is the Syringa Valley Homeowners' Association, Inc., hereafter called the "Master Association."

**ARTICLE II  
REGISTERED OFFICE**

The initial registered office of the Master Association is located at 289 S.W. 5<sup>th</sup> Avenue, Meridian, Idaho 83642.

**ARTICLE III  
REGISTERED AGENT**

Michael Madson, whose address is 289 S.W. 5<sup>th</sup> Avenue, Meridian, Idaho 83642, is hereby appointed the initial registered agent of this Master Association.

**ARTICLE IV  
PURPOSE AND POWERS OF THE MASTER ASSOCIATION**

This Master Association is a nonprofit corporation. The general purposes for which it is formed are to provide for maintenance, preservation and control of the Lots, Townhome Lots, Dwelling Units, Common Lots and all other portions of that certain real property commonly known as Syringa Valley, according to the plats thereof, recorded in the official records of Ada County, Idaho, and any additions thereto as may hereafter be brought within the jurisdiction of this Master Association, hereinafter called the "Property", and to promote the health, safety and welfare of the Owners and Occupants within the Property. Without limiting the power and authority of the Master Association, the Master Association may take any of the following actions in furthering its purposes:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Master Association as set forth in that certain Master Residential Declaration of Covenants, Conditions and Restrictions for Syringa Valley, hereinafter called the "Master Declaration," applicable to the Property and recorded in the official records of Ada County, Idaho, and as the same may be amended from time to time;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or Assessments pursuant to the terms of the Master Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Master Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Master 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 Master Association;

- (d) borrow money, and, pursuant to the terms of the Master Declaration, mortgage, pledge, or deed in trust any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Lots to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members;
- (f) participate in mergers and/or consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common lots, provided that any such merger, consolidation or annexation shall be in conformance with the terms of the Master Declaration;
- (g) 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.

## ARTICLE V MEMBERSHIP

Declarant and every Owner of a Lot within the Property shall be a Member in the Master Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

## ARTICLE VI VOTING RIGHTS

The Master Association shall have three (3) classes of voting memberships:

Class A. Class A Members shall be the Delegates. The Delegates shall be appointed by the Local Associations or, if no Local Association has been formed for a Phase, the Members within such Phase. Upon the Class B Termination Date, each such Delegate will be entitled to vote at the Master Association as provided below (see also the voting chart attached to the Master Declaration). Delegates shall represent the collective interests of the Members within his or her respective Phase or Local Association, and, upon the Class B Termination Date, shall have the authority to vote on all matters before the Master Association regardless whether such matter was voted upon at the Local Association or Phase for which the Delegate represents.

Class B. **The Class B Member shall be the Declarant, by and through its appointed representative, and shall be the sole voting Member in the Master Association entitled to vote the collective voting power of all Members until the Class B Termination Date.** Upon the Class B Termination Date, Declarant shall become a Class C Member, assuming it owns one or more Lots within the Property.

Class C. The Class C Members shall be all Owners and, upon and after the Class B Termination Date, Declarant (assuming it owns one or more Lots within the Property). Class C Members cannot vote at the Master Association.

On and after the Class B Termination Date, in the event a Phase or Local Association governing a Phase or Phases has held a meeting and voted on a matter to be voted upon at the Master Association, each Phase or Local Association Delegate shall cast the same number of votes for and against such matter before the Master Association as was voted by the Members on such matter at a meeting of a Phase or Local Association. By way of example, if a matter before the Master Association has received ten votes

in favor and five votes against at a Local Association meeting, the Delegate from this Local Association shall vote ten votes in favor and five votes against such matter at the Master Association meeting.

In the event a Delegate is voting at the Master Association on a matter which has not been voted on at his or her Phase or Local Association, such Delegate must vote all of the Member votes within his or her Phase or Local Association for or against such matter without apportioning such votes.

It will be conclusively presumed for all purposes that a Delegate casting votes on behalf of the Members within a Phase or Local Association will have acted with the authority and consent of all such Members. All agreements and determinations lawfully made by the Master Association in reliance upon the voting procedures established herein, and/or the bylaws of the Master Association, shall be deemed to be binding on all Members, Owners, Declarant, the Master Association and/or any Local Associations.

Additional voting and voting rights may be further described and defined in the Master Declaration.

## **ARTICLE VII BOARD OF DIRECTORS**

The affairs of this Master Association shall be managed by a board of at least three (3) but no more than five (5) directors who need not be Members of the Master Association. Initially, the board shall consist of three (3) directors. The number of directors may be changed by amendment of the Master Association's bylaws. The names and addresses of the persons who are to act in the capacity of the directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Corey Barton	1977 E. Overland Road Meridian, Idaho 83642
Shannen Floyd	1977 E. Overland Road Meridian, Idaho 83642
Adair Koltes	1977 E. Overland Road Meridian, Idaho 83642

At the first annual meeting, and at all annual meetings thereafter, the Members shall elect directors pursuant to the terms of the bylaws.

## **ARTICLE VIII DISSOLUTION**

The Master Association may be dissolved upon the written consent of 1) Declarant (assuming it owns one or more Lots), 2) not less than two-thirds (2/3) of the Class C Members and 3) the City of Boise. Upon dissolution of the Master Association, other than incident to a merger or consolidation, the assets of the Master Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Master Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted exclusively to such similar purposes. No part of the monies, properties or assets of the Master Association, upon dissolution or otherwise, shall inure to the benefit of any Person or Member of the Master Association.

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**ARTICLE IX  
DURATION**

The Master Association shall exist perpetually unless dissolved as provided herein.

**ARTICLE X  
AMENDMENTS**

These Articles may be amended by an instrument approved in writing by the Board and the affirmative vote of a majority of Member votes entitled to be cast on such amendment.

**ARTICLE XI  
DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meaning as are ascribed to them in the Master Declaration.

IN WITNESS WHEREOF, for the purpose of forming this Master Association under the laws of the State of Idaho, I, the undersigned, the incorporator of this Master Association, have executed these Articles of Incorporation this 1<sup>st</sup> day of June, 2021.

  
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Corey Barton  
1977 E. Overland Road  
Meridian, Idaho 83642