

**ARTICLES OF INCORPORATION
OF
COEUR TERRE OWNERS ASSOCIATION INC.**

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Pursuant to Idaho Code §30-30, the undersigned, constituting present non-profit corporation hereby submit the following as said corporation's Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation (hereinafter called "the Association") is Coeur Terre Owners Association Inc.

**ARTICLE 2
DURATION**

The duration of the Association shall be perpetual.

**ARTICLE 3
PURPOSES AND POWERS**

The Association is not organized for profit and no part of gains or earnings of said Association shall inure to its members. The specific primary purposes for which the Association is formed are to provide for the, management, operations, administration, maintenance, repair, improvement, and preservation of common improvements and areas within, and architectural control of the property identified within the Declaration (as defined below) in respect of the collective of lots developed in concert which are or will be commonly known as COEUR TERRE ("Subdivision") situated in Kootenai County, Idaho, which may be located in unincorporated Kootenai County, in the City of Post Falls or in the City of Coeur d'Alene. The Association will also promote the health, safety and welfare of property owners of the Subdivision and any additions thereto. Any additions may be brought within the jurisdiction of the Association in accordance with the Declaration of Covenants, Conditions and Restrictions for the Subdivision to be filed of record in Kootenai County, Idaho, concerning the Subdivision, as the same may be hereafter filed or amended from time to time (the "Declaration"), to be hereafter filed by Coeur Development, LLC, an Idaho limited liability company, as declarant ("Declarant") and joined in by LRE V LLC, an Idaho limited liability company and LRE VII LLC, an Idaho limited liability company, as parent and sole member of their respective wholly-owned subsidiary entities, which joinder parties (through wholly-owned subsidiaries) hold fee title to the subject property (hereinafter, collectively, "Fee Owners"). All definitions contained in the Declaration shall be applicable to these Articles and the Bylaws of the Association.

In furtherance of said purposes, and subject to the approval of members as may be required by the Declaration or the Bylaws, the Association shall have power to:

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(a) Perform all of the duties and obligations of the Association as set forth in the Declaration;

(b) Fix, levy, collect and enforce assessments and fines as set forth in the Declaration or Bylaws, in a fair and equitable fashion and secure the payment of assessments through liens: (i) upon subject real property; (ii) foreclosure by civil action; or (iii) forfeiture or suspension of membership or related privileges, in each case, with twenty (20) days' prior written notice and as allowed under Idaho law;

(c) Pay all expenses and obligations incurred by the Association in the conduct of its business, including without limitation, all licenses, taxes or governmental charges levied or imposed against the Association's property;

(d) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, exchange, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, in all events, subject to applicable law;

(e) Make contracts and incur liabilities, borrow money and mortgage, pledge or hypothecate all of its real or personal property as security for money borrowed or debts incurred;

(f) Dedicate, sell, transfer, or grant easements over all or part of any of the Association's property to any public agency, authority or utility for such purposes and subject to such conditions as may be approved in accordance with the Governing Documents of the subdivision and applicable law;

(g) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional property to the Subdivision managed by the Association in accordance with the Governing Documents of the Subdivision and applicable law;

(h) Litigate, mediate, or arbitrate any and/or all corporate rights and obligations specified in law and/or by the Bylaws of the Association and/or Declaration, including without limitation, the qualification of members, the terms and conditions of admission, the administration of the Association's affairs and voting matters, the time, mode, condition and effect of expulsion, withdrawal, or restoration of membership, admission fees, charges and assessments, and for reimbursement for services rendered to and expenses incurred on behalf of the Association by any member or officer of the Association, and such other rules and regulations as are not in conflict with the applicable laws of the State of Idaho or the Bylaws; and

(i) Have and exercise any and all powers, rights, and privileges of a corporation organized under the Idaho Nonprofit Corporation Act, as the same may be amended.

ARTICLE 4
MEMBERS AND MEMBERSHIP

4.1 Non-Stock Corporation. Participation in management and ownership of the Association shall be by membership only in accordance with the Declaration and Bylaws. The Association shall issue no stock and shall have no shareholders.

4.2 Membership. The Owner of a Lot in the Subdivision shall automatically, upon becoming an Owner of any portion of the Property located in the Subdivision and the additions thereto become a member of the Association. The member shall remain a member thereof until such time as their ownership ceases for any reason, at which time the membership in the Association shall automatically cease or in the event that the membership is suspended or terminated as provided in the Bylaws and Declaration. Membership and the voting rights (or suspension thereof) attendant to such membership shall be in accordance with these Articles of Incorporation and the Bylaws of the Association.

4.3 Transferred Membership. Membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of ownership of the Lot to which it is appurtenant in the Subdivision or its additions and then, only to the new owner of such Lot. Any attempt to make a prohibited transfer is void *ab initio*. If the owner of any Lot should fail or refuse to transfer the membership registered standing in such Owner's name to the purchaser of such Owner's Lot, the Association shall have the right and authority to transfer to the new owner and to record the transfer upon the books of the Association; thereupon the membership outstanding in the name of the seller shall be null and void.

4.4 Class of Membership. The Association shall have multiple classes of voting membership established according to the following provisions:

(a) Class "A" Membership. Class "A" membership shall be held by each Owner of a Lot in the Subdivision other than Declarant, LRE V, LLC or LRE VII, LLC and their respective subsidiary and Affiliated entities, specifically including but not limited to ARCHITERRA HOMES, LLC. Each Class "A" member shall be non-voting member during the Declarant's control period, unless granted vote by the board for a specific membership issue or by specific statute. Upon the end of the Declarant's Control Period (as defined herein) or in respect of any matter for which votes are authorized by the Board or by applicable law, each Class "A" member shall be entitled to one (1) vote for each Lot owned on all issues subject to Member vote or approval. If a Lot is owned by more than one person, each such person shall be a member of the Association, but there shall be no more than one (1) vote for each Lot. Such multiple owners shall otherwise have joint rights and obligations.

(b) Class "B" Membership. Class "B" membership shall be the membership held by the Declarant (or Declarant's Designated Successors) Fee Owner (as defined herein) or their respective affiliates. In the Declaration or amendment thereof as recorded in the records of Kootenai County, each Class "B" member shall be entitled to four (4) votes for each Lot owned. Lot shall mean each approved Lot or unit, according to the final plat or plats of the Subdivision as defined in the recorded Declaration, including for these

purposes any Lot that would otherwise be entitled to Class "C" membership hereunder. Class "B" member shall also be entitled to four (4) votes for any portion of the Subdivision but not yet platted. The "Declarant's Designated Successor" shall be a successor to the ownership to the entire undeveloped subdivision as officially designated in writing by the mutual assets of Declarant and Fee Owner (as defined herein). The "Declarant's Control Period" shall exist until the first to occur of the following events: (a) the Class "B" membership no longer exists; (b) upon the conversion of Class "B" membership to Class "A" membership; or (c) when the Declarant sells the last of the Lots in the Subdivision. Class "B" members shall have the sole right and authority to convert to Class "A" at Declarant's sole discretion.

(c) Class "C" Membership. Class "C" membership shall be the owners of any Lot or portion of the Property subject to the Declaration that is zoned for or improved with commercial improvements ("Class C Lots"), including, without limitation, any such Lot held by the Declarant (or Declarant's Designated Successors) Fee Owner (as defined herein) or their respective affiliates. The Class C Lots shall constitute a sub-association hereunder and shall be administered according to the other terms and provisions of the Declaration but shall be subject to a different set of Rules and Regulations and Assessments as are applicable to residential Lots under the Declaration, these Articles and the Bylaws.

(d) Additional Classes of Membership. If the Association desires to add additional classes of membership, it may do so through an amendment to the Bylaws. Nothing in these Articles shall prohibit the institution of additional classes.

4.5 Voting Requirements. Except where otherwise provided in the Declaration, these Articles of Incorporation or the Bylaws, any action required by the membership of the Association must have the approval of the voting membership before being undertaken (or in the case of a sub-association, by the membership subject to such sub-association).

4.6 Limitation of Payment to Dissenting Member. Membership in the Association is appurtenant to and cannot be segregated from ownership of a Lot within the Subdivision. Except upon dissolution of the Association consistent with Bylaws and these Articles of Incorporation, a dissenting member shall not be entitled to any return of any contribution or other interest in the Association.

ARTICLE 5 INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be 1221 W. Emma Avenue, Suite 300, Coeur d'Alene, Idaho 83814 and the name of its initial registered agent is Melissa S. Wells.

ARTICLE 6 BOARD OF DIRECTORS

The Board of Directors shall manage the affairs of the Association. The Board of Directors presently consists of up to five (5) directors, but may be converted to a larger number in accordance with the Bylaws upon the end of the Declarant's Control Period. Until the end of the Declarant's

Control Period, there is not a requirement that the directors be Members of the Association. After the end of the Declarant’s Control Period, all directors must be Members of the Association. The number of directors may be increased by amendment of the Bylaws of the Association.

The initial Board of Directors shall consist of four (4) members at formation of the Association, who are:

<u>Name</u>	<u>Address</u>
Ryan Beamer	1221 W. Emma Ave., Ste 300 Coeur D’Alene, Idaho 83814
Nick Roach	1221 W. Emma Ave., Ste 300 Coeur D’Alene, Idaho 83814
Rebecca Rodriquez	1221 W. Emma Ave., Ste 300 Coeur D’Alene, Idaho 83814
Shannon Atha	1221 W. Emma Ave., Ste 300 Coeur D’Alene, Idaho 83814

ARTICLE 7
INCORPORATOR

The name and address of the incorporator of the Association, whose actions have heretofore been ratified and adopted as and for acts of the Association, was:

Randall | Danskin, P.S.
601 W. 1st Avenue, Suite 800
Spokane, WA 99201

ARTICLE 8
DISSOLUTION

In the event of dissolution, liquidation, or winding up of the Association, none of the property or any proceeds of the Association shall be distributed to or divided among any of the directors of the Association or inure to the benefit of any individual. After all liabilities and obligations of the Association have been paid and discharged, all remaining property and assets of the Association shall be distributed to one or more organizations designated as non-profit under applicable law as follows:

8.1 Plan of Distribution. Pursuant to a plan of distribution adopted as provided for under the Idaho Non-Profit Corporation Act as it now exists or as may be hereafter amended; or

8.2 No Plan of Distribution. If there is no appropriate plan of distribution, as a court of competent jurisdiction may direct; provided however, that such property shall be distributed only to organizations which shall comply with all of the following conditions:

(a) Each organization shall be organized under written Articles of Incorporation which comply with the requirements of the Internal Revenue Code necessary to qualify the organization as an exempt organization;

(b) Each organization shall be exempt from federal taxes by reason of Section 501, or other applicable section, of the Internal Revenue Code as it may be hereafter amended;

(c) Contributions to each such organization shall be deductible by reason of Section 170 of the Internal Revenue Code as it may be amended in the future; and

(d) Each organization shall be operated exclusively for a recognized exempt purpose, and the manner of operation of each organization shall be in compliance with the requirements to qualify the organization as an exempt organization.

ARTICLE 9 **AMENDMENT OF ARTICLES**

These Articles shall be amended only by the Declarant during the Declarant's Control Period and thereafter, upon approval of at least two-thirds (2/3) of the voting membership.

These Articles will be effective upon filing.

Adopted and approved by the undersigned Incorporator on the 16th day of June, 2025.

INCORPORATOR:

RANDALL | DANSKIN, P.S.,
a Washington professional service

By: 

J. Todd Taylor, Treasurer