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**ARTICLES OF INCORPORATION
FOR
GIOVANNI ESTATES HOMEOWNERS ASSOCIATION, INC.**

2017 DEC 22 AM 10: 50

KNOW ALL MEN BY THESE PRESENTS that the undersigned, acting as the incorporator of a nonprofit corporation organized under the Idaho Nonprofit Corporation Act, hereby certifies and adopts the following Articles of Incorporation:

SECRETARY OF STATE
STATE OF IDAHO

**ARTICLE I
NAME**

The name of the corporation is **Giovanni Estates Homeowners Association, Inc.** (hereinafter called the "Association").

**ARTICLE II
DURATION**

The duration of the Association shall be perpetual.

**ARTICLE III
PURPOSES AND POWERS OF THE ASSOCIATION**

3.1 Association Purposes. This Association is not organized for profit and does not contemplate the distribution of gains, profits or dividends to its Members. The primary purposes for which it is formed are to provide for the acquisition, construction, management, operation, administration, maintenance, repair, improvement, preservation, insurance and architectural control of property either owned by, or within the jurisdiction of, the Association's property (the "Property") within that certain residential subdivision located in Kootenai County, Idaho, commonly known as Giovanni Estates, and to promote the health, safety and welfare of all Owners and tenants using the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, all according to that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded or to be recorded with respect to said Property in the Office of the Recorder of Kootenai County. Unless otherwise specifically stated otherwise, all definitions contained in the Declaration shall be applicable to these Articles and the Bylaws of the Association.

3.2 Association Powers. In furtherance of said purposes, and subject to the approval of the Members as may be required by law and/or the Development Documents, the Association shall have the power to:

3.2.1 Perform all of the duties and obligations of the Association as set forth in the Development Documents;

3.2.2 Fix, levy, collect and enforce assessments and fines as set forth in the Development Documents, as may be amended from time to time, and to secure the payment of assessments through liens upon real property as allowed under Idaho law;

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ARTICLES OF INCORPORATION

IDAHO SECRETARY OF STATE
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3.2.3 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;

3.2.4 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;

3.2.5 Make contracts and incur liabilities, borrow money and mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

3.2.6 Dedicate, sell, transfer or grant easements over all or any part of the Association's Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members;

3.2.7 Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional property into the Association's Property;

3.2.8 Litigate, mediate or arbitrate any and/or all corporate rights and obligations specified by law and/or by the Development Documents. The Association may provide for the qualification of Members; the terms and conditions of membership admission; the time, mode, conditions and effect of expulsion or withdrawal from membership; admission fees, charges and assessments; and for reimbursement for services rendered to and expenses incurred on behalf of the Association by a Member or officer of the Association, and such other rules and regulations as are not repugnant to the laws of the State of Idaho; and

3.2.9 Have and exercise any and all powers, rights and privileges that a corporation organized under the Idaho Nonprofit Corporation Act, as it exists now or hereafter, may exercise.

ARTICLE IV **MEMBERS AND MEMBERSHIP**

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

4.2 Membership. The Owner of a Lot in Giovanni Estates shall automatically, upon becoming an Owner of a Lot, become a Member of the Association and shall remain a Member thereof until such time as the ownership ceases for any reason set forth in the Development Documents or Idaho law. Membership shall be in accordance with the Declaration, 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, and then only to the new Owner thereof. 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/her/its name to the purchaser of his/her/its Lot, the Association shall have the right and

authority to transfer the subject membership to the purchaser and to record the transfer upon the Association's books, rendering the old membership in the name of the seller null and void.

4.4 Classes of Membership. This Association shall have memberships and the Members shall have the voting power designated in the Articles as follows:

4.4.1. Class "A" Membership. Class "A" membership shall be held by each Owner of a Lot in the Project, other than Perfecta Valuation Services LLC (the "Declarant"). Each Class "A" Member shall be a nonvoting Member during the Declarant's Control Period, unless granted a vote by the Board for a specific membership issue. Following the end of the Declarant's Control Period, each Class "A" Member shall be entitled to one (1) vote for each Lot owned on all Association matters requiring a vote of the membership. If a Lot is owned by more than one Person, each such Person shall be considered a Member of the Association, but there shall be no more than one (1) vote for each such Lot. Multiple Owners shall have joint rights and obligations.

4.4.2. Class "B" Membership. Class "B" membership shall be the membership held by the Declarant (or Declarant's Designated Successor(s)). Each Class "B" Member shall be entitled to one (1) vote for each Lot owned. Class "B" Members shall also be entitled to one (1) vote for the portion of the Project approved by the Governing Agency where the Project is located but not yet platted (if any). A Designated Successor shall also be a successor to the ownership of the entire undeveloped Project as officially designated in writing by the Declarant. The Declarant's Control Period shall continue until the Class "B" membership no longer exists, upon the complete conversion of Class "B" membership to Class "A" membership, or on the thirtieth (30th) anniversary of the recordation of the Declaration, whichever shall occur first. Class "B" Members shall have the sole right and authority to convert to Class "A" membership at any time.

4.4.3. Additional Classes of Membership. If the Association desires to add additional classes of membership, it may do so in accordance with the requirements of Idaho law and the Development Documents. Nothing in these Articles shall prohibit the institution of additional classes of membership.

4.5 Voting Requirements. Except as is otherwise expressly provided in the Development Documents, any action requiring the approval of the membership of the Association must have the approval of a majority of a quorum of the Members.

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 jurisdiction of the Association. Except upon dissolution of the Association and then only in accordance with the Development Documents, a dissenting Member shall not be entitled to any return of any contribution or other interest in the Corporation.

ARTICLE V

INITIAL REGISTERED AGENT AND OFFICE

The initial registered agent of the Association is Lyons O'Dowd, PLLC, and the initial registered office is 201 N. 3rd Street, Coeur d'Alene, Idaho 83814.

ARTICLE VI
BOARD OF DIRECTORS; INCORPORATOR

The Board of Directors (the "Board") shall manager the affairs of the Association. The initial Board shall consist of three (3) Directors, but may be converted to a larger number (not to exceed five (5) Directors) in accordance with the requirements of the Bylaws following the end of the Declarant's Control Period. However, until any such expansion occurs, there is no requirement that the Directors be Members. After expansion of the Board, all Directors must be Members of the Association.

All Board members will be afforded the limitation of liability as more particularly described in the Declaration and the Bylaws.

The names and addresses of the initial Directors are:

- | | |
|---------------------------|---|
| 1. Nathaniel Grossglauser | 3718 N. Carolwood Ct.
Post Falls, ID 83854 |
| 2. Lindsey Grossglauser | 3718 N. Carolwood Ct.
Post Falls, ID 83854 |
| 3. Robert Grossglauser | 3718 N. Carolwood Ct.
Post Falls, ID 83854 |

The name and address of the incorporator of this Association is as follows:

Nathaniel Grossglauser
3718 N. Carolwood Ct.
Post Falls, ID 83854

ARTICLE VII
DISSOLUTION

Upon the dissolution of the Association, its assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal officer the Association is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII

BYLAWS, RULES AND REGULATIONS, CONFLICTS

The Board shall have broad authority to adopt (and may amend from time to time thereafter as deemed appropriate by the Board) Bylaws and Rules and Regulations which may address (but not be limited to) such matters as the operation of the Association, the operation and use of the Lots and the Common Area, and such other matters as outlined in the Declaration and deemed appropriate by the Board, to the extent that the same are not inconsistent with these Articles or the Declaration. With respect to any inconsistency among the Development Documents, such conflicts shall be resolved first by the provisions of the Declaration, then by any recorded Declaration of Annexation, then by these Articles, then pursuant to the Bylaws and lastly, by the Rules and Regulations.

ARTICLE IX

AMENDMENT OF ARTICLES

Except as otherwise required by law, these Articles may be amended by an affirmative vote of not less than two-thirds (2/3) of the Members eligible to vote on such matter.

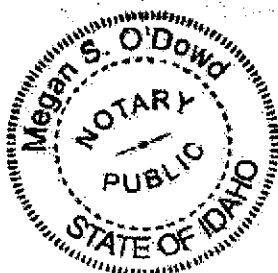
For the purpose of forming this Association under the laws of the State of Idaho, I, the undersigned, being the incorporator of this Association, have executed these Articles of Incorporation on this 21st day December, 2017.


Nathaniel Grossglauser
Incorporator

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 2nd day of December, 2017, before me personally appeared Nathaniel Grossglauser, acting as the incorporator of Giovanni Estates Homeowners Association, Inc., known or identified to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he voluntarily executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in the certificate first above written.



NOTARY PUBLIC for the State of Idaho
Residing at Coeur d'Alene, ID
Commission Expires 10/13/2021