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**ARTICLES OF INCORPORATION  
(Non-profit)  
OF**

**Silver Sage Farms Homeowner's Association, Inc.**

In compliance with the requirements of the Idaho Nonprofit Corporation Act, (the "Act"), the undersigned has this day voluntarily adopted the following Articles of Incorporation, for the purpose of forming a corporation not for profit and does hereby certify:

**ARTICLE I**

The name of the Association is Silver Sage Farms Homeowner's Association, Inc., hereafter called the "Association".

**ARTICLE II**

**REGISTERED OFFICE**

The principal and registered office and street address of the Association is located at 549 Lanark Rd., Ovid, Idaho 83254

**ARTICLE III**

**REGISTERED AGENT**

Jordan Bills whose address is 549 Lanark Rd., Ovid, Idaho 83254, is hereby appointed the initial registered agent of this Association.

**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

**4.1 Purposes.**

The Association, which is organized as a nonprofit corporation, has the following purposes:

A. To manage, operate, insure, construct, improve, repair, replace, alter, and maintain the common areas of the development known as Silver Sage Farms Subdivision (the "Development") and any improvements thereto;

- B. To provide certain facilities, services, and other benefits to the Owners;
- C. To administer and enforce the protective easements, covenants, conditions, restrictions, and reservations created by the Declaration;
- D. To fix, levy, collect, and enforce payment by any lawful means, of all annual and special assessments authorized by the terms of the Declaration in the amounts and utilize the methods of collection as may be established by the Board of Directors; enforce assessments by civil action or by the forfeiture of membership, or both, upon notice given; secure assessments by a lien upon the real property to which the membership rights are appurtenant; establish bank accounts; and pay all expenses incident to the conduct of the business of the Association;
- E. To enter into agreements with other persons, including, without limitation, easements, licenses, leases, and other agreements with or without the vote or consent of the Owners, Mortgagees, insurers or guarantors of mortgages, or of any other person, for facilities and services that serve the Association;
- F. To take any action that it deems necessary or appropriate to protect the interests and general welfare of the Development; and
- H. To execute and record, on behalf of all Owners, any amendment to the Declaration which has been approved by the vote or consent necessary to authorize such amendment.

#### 4.2 Powers.

- A. Unless expressly prohibited by law, the Declaration, or the Bylaws of the Association (the "Bylaws"), the Association may: (i) take any and all actions that it deems necessary or advisable to fulfill its purposes; (ii) exercise any powers conferred on it by the Act, the Declaration, or the Bylaws; and (iii) exercise all powers that may be exercised in Idaho by nonprofit corporations.
- B. Without in any way limiting the generality of subsection 4.2(a) above, the Association may, but is not obligated to:
  - i. To the extent not provided by a public, quasi-public, or private utility provider, provide certain facilities and services to the owners, such as (A) recreational facilities and services, (B) water, sewer, natural gas, electric, cable and/or satellite television, and other utility services, (C) parking facilities, and (D) trash collection facilities and services for residential purposes only;
  - ii. Acquire, sell, lease, and grant easements over, under, across, and through the Common Areas that are reasonably necessary to the ongoing development, maintenance, and operation of the various phases of the Development;
  - iii. Borrow monies and grant security interests in the Common Areas

and in the assets of the Association as collateral therefor;

iv. Make capital improvements, repairs, and replacements to the Common Areas; and

v. Hire and terminate managing agents and other employees, agents, and independent contractors.

vi. Fix, levy, collect, and enforce payment by any lawful means, of all annual and special assessments authorized by the terms of the Declaration and utilize the amounts and methods of collection as may be established by the Board of Directors; enforce assessments by civil action or by the forfeiture of membership, or both, upon notice; secure assessments by a lien upon the real property to which the membership rights are appurtenant; establish bank accounts; and pay all expenses incident to the conduct of the business of the Association.

4.3 Restrictions on Purposes and Powers. The purposes and powers of the Association described in Sections 4.1 and 4.2 above are subject to the following limitations:

A. The Association is organized and operated exclusively for nonprofit purposes as set forth in Section 528 of the Internal Revenue Code of 1986, as amended, or in any corresponding provision of any future law of the United States of America providing for exemption of similar organizations from income taxation.

B. No part of the net earnings of the Association may inure to the benefit of any individual Owner, except as expressly permitted in paragraph 4.3(c) below with respect to the dissolution of the Association.

C. The Association may not pay any dividends. No distribution of the Association's assets to Owners may be made except as provided in Article IX herein.

## ARTICLE V

### INCORPORATOR

The incorporator of the Association is Jordan Bills, whose address is 549 Lanark Rd., Ovid, Idaho 83254.

## ARTICLE VI

### 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 sellers, 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 performance of an obligation. Membership

shall be appurtenant to and may not be separated from ownership of any Lot which owner and Lot is subject to assessment by the Association. Assessments may be made enforceable by civil action and may be secured by a lien upon the Lot as provided in the Declaration filed of record.

## ARTICLE VII

### BOARD OF DIRECTORS

8.1 Election and Number. The affairs of this Association shall be managed by a Board of at least three (3) Directors. The names and addresses of the initial Directors are as follows:

<u>Name</u>	<u>Address</u>
Jordan Bills	549 Lanark Rd., Ovid, Idaho 83254
Danny Bills	549 Lanark Rd., Ovid, Idaho 83254
Martin Bills	127 W. Berry Blossom Ln. Apt. C, Garden City, UT 84028

8.2 Limits on Directors' Liability. To the fullest extent permitted by the Act, as the same exists or may hereafter be amended, a Director is not be liable to the Association or the Owners for monetary damages for breach of fiduciary duty. Any repeal or modification of this Section 8.2 will be prospective only and will not adversely affect any right or protection existing at the time of such repeal or modification.

8.3 Indemnification. To the fullest extent permitted by the Act, as the same exists or may hereafter be amended, the Association must indemnify each Director and each officer, employee, fiduciary, and agent of the Association.

## ARTICLE VIII

### DISTRIBUTION UPON DISSOLUTION

In the event of a voluntary or involuntary dissolution of the Association, all assets of the Association shall be distributed as follows: (1) All liabilities and obligations of the Association shall be paid, satisfied, and discharged, or adequately provided for, (2) assets the Association holds upon a condition requiring the return, transfer, or conveyance of such asset shall be so returned, transferred, or conveyed in accordance with that requirement if the dissolution causes the condition to occur, and (3) any remaining assets of the Association shall be distributed among the Owners in accordance with the terms and conditions of the Bylaws to the extent allowed under the Act.

ARTICLE IX

DURATION

The Corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of the Members as provided in the Declaration.

ARTICLE XI

DEFINITIONS

12.1 Declaration. As used herein, "Declaration" means the "Declaration of Protective Easements, Covenants, Conditions and Restrictions for the Silver Sage Farms Subdivision, as the same may be amended from time to time, recorded in the Official Records of Bear Lake County, Idaho. The term "Declarant" means the signatories to the Declaration.

12.2 Other Definitions. Unless otherwise defined herein, all capitalized terms used herein have the meanings given to them in the Declaration.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Idaho, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 28 day of October, 2022.

  
Jordan Bills, Incorporator