



ARTICLES OF INCORPORATION (Non-Profit)

Title 30, Chapters 21 and 30, Idaho Code

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Article 1: The name of the corporation shall be:

Patterson Farms Community Association, Inc.

Article 2: The purpose for which the corporation is organized is:

as set forth in Article 10 of these Articles of Incorporation.

Article 3: Registered agent name and address:

Kristen Williams 211 Maxine Lane West, Kimberly, Idaho 83341

Article 4: The board of directors shall consist of no fewer than three (3) people. The names and addresses of the initial directors are:

Frederick M. Bates 9460 Double R. Blvd., Ste 103, Reno, Nevada 89521

Tedra Flowers 9460 Double R. Blvd., Ste 103, Reno, Nevada 89521

Frederick M. Bates, Jr. 9460 Double R. Blvd., Ste 103, Reno, Nevada 89521

Article 5: Incorporator name(s) and address(es):

Tedra Flowers 9460 Double R. Blvd., Ste 103, Reno, Nevada 89521

Article 6: The mailing address of the corporation shall be:

9460 Double R. Blvd., Ste 103, Reno, Nevada 89521

Article 7: The corporation (☒ does ☐ does not) have voting members.

Article 8: Upon dissolution the assets shall be distributed: as set forth in Article 19 of these Articles of Incorporation.

Signature of incorporator:

Printed Name: Tedra Flowers

Signed by:

Signature

Tedra Flowers

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**ATTACHMENT TO
ARTICLES OF INCORPORATION OF
PATTERSON FARMS COMMUNITY ASSOCIATION, INC.
an Idaho nonprofit corporation**

**ARTICLE 9
DEFINITIONS**

Reference is hereby made to that certain Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Patterson Farms, recorded on March 11, 2025, as Document No. 2025-003271 in the Office of the Clerk/Auditor/Recorder of Twin Falls County, Idaho, as amended, supplemented, and/or restated from time to time (the "Declaration").

Capitalized terms not defined herein shall have the same meanings as set forth in the Declaration when used in these Articles of Incorporation.

**ARTICLE 10
PURPOSES**

The purpose of the corporation (hereinafter, the "Association") shall be to serve as the formal association of Owners within the Patterson Farms Community, a residential common-interest community located in Twin Falls County, Idaho. As the official organization of Owners within the Patterson Farms Community, the Association will advance and protect the Patterson Farms Community by implementing, administering, and maintaining the community plan and standards described in the Declaration, and shall exercise all the powers and privileges, and perform all duties and obligations, of the Association arising from the Declaration and any amendments thereto. Furthermore, the Association may engage in any lawful activity for which a nonprofit corporation with members may be organized, and may promote or conduct any legitimate object or purpose that a nonprofit corporation with members may promote or conduct, under Title 30, Chapter 30, of the IDAHO CODE (as amended from time to time, the "Nonprofit Corporation Act"), subject to the terms and conditions set forth in the Declaration, the Bylaws, and these Articles.

ARTICLE

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NONPROFIT

The Association is a nonprofit corporation with members, and no part of its income or profit is distributable to its Members, officers, or directors, except as permitted under the Nonprofit Corporation Act, and then subject to the Governing Documents. The Association is not authorized to have and shall not issue any capital stock.

**ARTICLE 12
TERM**

The term for which the Association shall exist shall be perpetual.

ARTICLE 13

MEMBERSHIP

The members of the Association shall be the Owners of the Units. Every Owner shall be a Member of the Association, and each Owner shall automatically be a Member of the Association without the necessity of any further action on his part. There shall be only one membership per Unit. If a Unit is owned by more than one Owner, all co-Owners shall jointly share the privileges of such membership, provided that the voting rights allocated to that Unit shall be cast by only one of them in accordance with the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

The Association shall have one class of membership, which shall be comprised of the Owners of Units.

Without limiting the generality of Article 15 below, each Member shall hold and be entitled to exercise the voting rights allocated by the Declaration to that Member's Unit(s), subject to the terms and provisions of the Governing Documents, and applicable provisions of the Nonprofit Corporation Act.

The Association membership of the Owner(s) of a Unit shall be appurtenant to such Unit, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except on a transfer of title to such Unit, and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title or interest to a Unit shall operate automatically to transfer the appurtenant membership rights in the Association to the new owner(s).

ARTICLE 14

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of directors, which shall be the "Board of Directors" or "Board" as described in the Declaration. Each director must meet the qualification criteria set forth in the Declaration, the Nonprofit Corporation Act, and the Bylaws (but, for clarification purposes, directors selected by Declarant need not be Members of the Association).

Declarant shall have the right to appoint or remove any officer of the Association or any member of the Board at any time and from time to time prior to the Declarant's Control Termination Date, and designate, from time to time, a person or persons who are entitled to exercise such appointment and removal right. From and after the Declarant's Control Termination Date, the Board shall be elected by the Members, and the officers of the Association shall be appointed by the Board, all as provided in the Bylaws.

The initial directors of the Board of Directors are as set forth in Article 4 of these Articles.

ARTICLE 15
RIGHTS AND OBLIGATIONS GENERALLY

Without limiting any other provision hereof or any provision of applicable law, the Association, the Members, and the Board shall have such rights, powers, obligations, and responsibilities as may be set forth in the Declaration, these Articles, the Bylaws, each of the other Governing Documents, as applicable, and the provisions of the Nonprofit Corporation Act, as applicable.

ARTICLE 16
AMENDMENT OF ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended only by the vote of Members entitled to exercise at least sixty-seven percent (67%) of the Voting Power of the Association, by action taken in accordance with applicable provisions of the Bylaws and the Nonprofit Corporation Act.

Notwithstanding the above or any other section of these Articles, prior to Declarant Control Termination Date, no amendment to these Articles shall be effective without Declarant's prior written consent, and following Declarant Control Termination Date, no amendment to these Articles may remove, revoke, or modify any right or privilege of Declarant without the prior written consent of Declarant.

ARTICLE 17
DIRECTOR AND OFFICER LIABILITY AND INDEMNIFICATION

No member of the Board, or of any committee of the Association, or any officer of the Association, or any Manager, or Declarant, or any agent of Declarant, shall be personally liable to any Member, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without (i) as to Board directors, breach of such director's duty of loyalty to the Association or its Members; and (ii) intentional misconduct or a knowing violation of law. The foregoing shall not be deemed to eliminate, limit, or expand a Board director's or officer's liability under Sections 30-30-618 and 30-30-623 of the Nonprofit Corporation Act.

Subject to the terms, conditions, and procedures in Section 30-30-626 of the Nonprofit Corporation Act, each member of the Board and officer of the Association shall be entitled to indemnification for losses or claims arising from service as a Board member or officer, and the Association shall undertake all costs of defense of any action to the full extent permitted by law and unless it is proven that the Board member's or officer's conduct involved willful or wanton misfeasance or gross negligence. After such proof, the Association is no longer liable for the cost of defense, and may recover costs already expended from the Board member or officer who so acted.

ARTICLE 18
SALE OR ENCUMBRANCE OF ASSOCIATION ASSETS

The Association shall be prohibited from taking any of the following actions without the vote or written assent of sixty-seven percent (67%) of the Voting Power of the Association: (a) sell any real property owned by the Association; and (b) hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred.

ARTICLE 19
DISSOLUTION AND DISTRIBUTION OF ASSETS UPON DISSOLUTION

The Association may be dissolved solely on the terms and conditions set forth in the Declaration. Upon dissolution, the assets of the Association shall be used to pay its debts, with the residue to be divided into equal shares based on the number of Units in the Property, and then distributed accordingly to the Owner(s) of each such Unit.

ARTICLE 20
AUTHORIZATION TO LEVY ASSESSMENTS

In accordance with Section 30-30-202(4) of the Nonprofit Corporation Act, the Association is authorized to levy, collect, and enforce its rights to assessments as provided in the Declaration (including, without limitation, Article 9 of the Declaration), which Assessments may be secured by liens against the Units as provided in the Declaration.

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