

**ARTICLES OF INCORPORATION
OF
ADDINGTON COMMUNITY ASSOCIATION, INC.**

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The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the Idaho Nonprofit Corporation Act (Title 30, Chapter 30, Idaho Code), does hereby certify, declare, and adopt the following Articles of Incorporation of Addington Community Association, Inc. (the "**Articles**"):

**ARTICLE I
NAME**

The name of the corporation is Addington Community Association, Inc. (the "**Association**").

**ARTICLE II
TERM**

The period of existence and duration of the life of the Association is perpetual.

**ARTICLE III
NONPROFIT**

The Association is a nonprofit, membership corporation.

**ARTICLE IV
REGISTERED AGENT**

The name of the Association's initial registered agent is Givens Pursley Corporate Services LLC, whose street and mailing address is 601 W. Bannock St., Boise, Idaho 83702.

**ARTICLE V
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is formed to exercise all powers and privileges, and to perform all of the duties and obligations, of the Association as set forth in the Declaration of Covenants, Conditions, Restrictions, and Easements for the Addington Community, as now or hereinafter recorded in the real property records of Ada County, Idaho, as the same may be amended and supplemented from time-to-time according to its terms (the "**Declaration**"). The Declaration is incorporated by this reference as if fully set forth herein. Capitalized terms used and not defined in these Articles have the meanings set forth in the Declaration. The Association does not contemplate pecuniary gain or profit to the Members.

**ARTICLE VI
MEMBERSHIP & VOTING RIGHTS**

"**Member**" means each Person holding a membership in the Association, including Grantor. Every Owner of a Lot is a Member of the Association and has one (1) membership for each Lot in the Project owned by such Owner. If the Owner of a Lot shall be more than one (1) Person, all such Persons shall have a membership in the Association and be deemed Members, but the voting rights in the Association attributable to that Lot may not be split and shall be exercised by one (1) representative selected by such Persons as they, among themselves, may determine. In the event such Persons are unable to agree among

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themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Lot. To this end, only one (1) vote is allocated to each Lot, regardless of the number of Persons that hold an ownership interest in such Lot. Memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title to a Lot and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association. The Association shall have two (2) classes of membership as follows:

(a) Owner Members. "**Owner Members**" shall be the Owners of the Lots, excluding the Grantor until the Grantor Member Termination Date (as defined below). Prior to the Grantor Member Termination Date, Owner Members are not entitled to vote. At all meetings of the Members of the Association after the Grantor Member Termination Date, each Member will be entitled to one (1) vote for each Lot owned by such Member (subject to the restrictions above relating to co-Owners).

(b) Grantor Member. The "**Grantor Member**" is Grantor, who is the sole voting Member of the Association entitled to vote the collective voting power of the Association for the period commencing on the Effective Date and expiring on the Grantor Member Termination Date (such period the "**Initial Development Period**"). The Grantor Member shall cease to exist as the Grantor Member such time as the Grantor terminates its rights as Grantor Member by delivery of notice thereof to the Association and recording a copy of the same in the real property records of Ada County, Idaho (as applicable, the "**Grantor Member Termination Date**"). Provided, however, after the Grantor Member Termination Date, Grantor shall continue to exist: (i) as an Owner Member if Grantor owns any Lots; and (ii) as a beneficiary of the Declaration.

ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association will be managed and controlled by the Board of Directors (the "**Board**"). The Board will consist of an odd number of directors numbering at least three (3), and will initially consist of three (3) directors. Upon the affirmative vote of Members representing more than fifty percent (50%) of the total voting power in the Association, the number of directors may be increased or decreased, as applicable under the circumstances, provided that in all events the number of directors shall be an odd number consisting of not less than three (3). Directors need not be Owners. During the Initial Development Period, Grantor has the exclusive right to appoint, remove, and replace directors at any time and from time-to-time in Grantor's sole discretion, and to otherwise fill vacancies on the Board as they arise. After the Initial Development Period: (a) the Owners have the right to elect, remove, and replace directors as provided in these Bylaws; and (b) any vacancy shall be filled by a plurality of the votes cast by remaining directors, through a special election at any meeting of the Board. Directors need not be Owners. The names and addresses of the persons who are to act in the capacity of initial directors until the selection of their successors are as follows:

P. Eric Davis	199 N. Capitol Blvd, Ste. 300 Boise, Idaho 83702
Nick Koontz	827 S Bridge Way Pl Eagle, Idaho 83616
P. Alec Davis	3178 N. 11 th St.

Coeur d'Alene, Idaho 83815

ARTICLE VIII
ASSESSMENTS

Each Owner is liable for the payment of Assessments pursuant to the Declaration and as set forth in the Bylaws of the Association.

ARTICLE IX
DISSOLUTION

The Association will only be dissolved at an annual meeting, or a special meeting of the Association called for that purpose, by the affirmative vote of Members representing at least eighty-five percent (85%) of the total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real and personal property of the Association will be distributed as follows: (a) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created; or (b) granted, conveyed, and assigned to a nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. Notwithstanding any other provisions of these Articles, the Association will not carry on any other activities not permitted by any organization exempt from federal income tax under Section 528 of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States internal revenue law).

ARTICLE X
AMENDMENTS

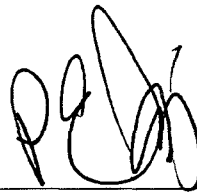
These Articles may be amended at any annual meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of Members representing sixty-five percent (65%) or more of the total voting power of the Association. No amendment that is inconsistent with the provisions of the Declaration will be valid.

ARTICLE XI
INCORPORATOR

The name and address of the incorporator of the Association is:

P. Eric Davis
199 N. Capitol Blvd, Ste. 300.
Boise, Idaho 83702

EXECUTED effective as of MAY 28, 2025.



P. Eric Davis, Incorporator