

ARTICLES OF INCORPORATION
OF
MILLSTONE FARM COMMUNITY ASSOCIATION, INC.

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The undersigned, Brent Thompson, in the capacity of the incorporator and for the purpose of forming a nonprofit corporation pursuant to the Idaho Nonprofit Corporation Act (the “***Act***”), Idaho Code Sections 30-30-101 - 1204, as amended, hereby adopts the following Articles of Incorporation.

ARTICLE I

Name

The name of the corporation is Millstone Farm Community Association, Inc. For convenience, the corporation will be referred to in this instrument as the “***Association***.”

ARTICLE II

Purposes

A. **General Purposes**. The Association is organized and formed to (i) serve the Members (as hereinafter defined) by acting to preserve, protect and enhance property values within the project known as the Millstone Farm Subdivision located in Ada County, Idaho (the “***Community***”), (ii) manage and maintain Association property for the benefit of the Members, (iii) exercise the rights and powers and perform the duties and obligations of a property owners association in accordance with the Association’s Community Documents (as defined in the Declaration, which is defined below) and applicable law, as each may be amended from time to time, and (iv) engage in any lawful activity for which a nonprofit corporation may be organized under the Act.

B. **General Powers**. In furtherance of its purposes, the Association will have and be entitled to exercise all rights, powers and privileges (i) enumerated in, provided by, or otherwise conferred on the Association in, the Community Documents, as amended from time to time, (ii) conferred on homeowners associations by the laws of the State of Idaho, including, without limitation, the Idaho Homeowner’s Association Act, Idaho Code Sections 55-3201 – 55-3213 (the “***Homeowner’s Association Act***”), and (iii) that a nonprofit corporation organized under the Act may now or hereafter have or exercise.

C. **Enumerated Powers**. The powers and privileges referred to above include, but are not limited to, the power and privilege to:

(i) fix, levy, collect and enforce payment of all charges, assessments and liens pursuant to the terms of the Declaration of Covenants, Conditions, Restrictions and Easements for the Millstone Farm Community, as recorded in the official records of the Ada County Recorder (as the same may be amended, the “***Declaration***”), the Homeowner’s Association Act or other applicable law;

(ii) pay all office, administrative and other expenses incident to the conduct of the business of the Association, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association or otherwise payable by the Association;

(iii) acquire (by gift, purchase or otherwise), own, hold, improve, build on, operate and maintain real or personal property in connection with the affairs of the Association;

(iv) abandon, partition, subdivide, encumber, contract for the use of, sell or transfer the Common Area (as defined in the Declaration) or other property, real or personal, owned, directly or indirectly, by the Association, but only as provided in the Declaration;

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(v) borrow money and with the prior written assent of the Members as provided in the Declaration, mortgage, pledge, subject to a deed of trust or hypothecate its other real or personal property as security for money borrowed or debts incurred;

(vi) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area, as provided in the Declaration;

(vii) purchase insurance on the property within the Community, including the Common Area;

(viii) reconstruct improvements after casualty loss and carry out the further improvement of the property within the Community;

(ix) make and amend rules and regulations as authorized in the Declaration; and

(x) make and perform any contracts, do any acts and things and exercise any powers suitable, convenient, proper or incidental for the accomplishment of any objects enumerated herein or elsewhere in the Community Documents.

D. No Pecuniary Gain or Benefit. The Association does not contemplate pecuniary gain or profit to the Members. No part of the income of the Association will be distributable to the Members, directors or officers, no part of its earnings may inure to the benefit of any individual, and all income collected will be used solely to meet its losses and operating expenses.

ARTICLE III **Membership**

The Association will have voting members (the “*Members*”).

ARTICLE IV **No Shares of Stock and Membership Certificates**

The Association will not issue shares of stock or membership certificates to evidence membership in the Association.

ARTICLE V **Governing Board; Initial Directors**

The affairs of the Association will be governed by a Board of Directors. The Board of Directors will consist of no fewer than three (3) people. The names and addresses of the individuals who are to serve as the initial directors of the Association are:

Brent Thompson
7068 Founders Street
Eagle, Idaho 83616

Jonathan Beck
4270 East Waterford Lane
Eagle Mountain, Utah 84005

Todd Pedersen
1014 North 1280 East
Orem, Utah 84097

ARTICLE VI **Terms and Definitions**

Unless otherwise indicated herein, capitalized terms used in these Articles will have the same meaning as defined in the Declaration and the bylaws (the “*Bylaws*”) of the Association, as amended.

ARTICLE VII
Limitation of Liability; Indemnification

A. Limitation of Liability. No director, officer or committee member of the Association will be personally liable to the Association or the Members for monetary damages arising from acts or omissions made in the performance of such person's duties as a director, officer or committee member, unless the acts or omissions are the result of such person's intentional infliction of harm on the Association or the Members, a violation of criminal law or an unlawful distribution of funds from the Association.

B. Indemnification. To the extent not prohibited by law, every director, officer and committee member of the Association, and any Member volunteering services to the Association (collectively, the "*Association Representatives*"), will be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed on the Association Representatives in connection with any proceeding or any settlement of any proceeding to which any Association Representative may be a party or in which an Association Representative may become involved by reason of being or having been a director, committee member, officer or volunteer of the Association, whether or not such person is a director, committee member, officer or volunteer at the time such expenses are incurred, except when the Association Representative is adjudged guilty of willful misfeasance or malfeasance in the performance of such person's duties; provided, however, that in the event of a settlement, the indemnification will apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which an Association Representative may be entitled by applicable law.

ARTICLE VIII
Dissolution; Manner of Distribution

The Association may be dissolved in accordance with the procedures set forth in the Act and on the affirmative vote of not less than seventy-five percent (75%) of the Members. On dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association will belong to the Members and will be distributed, liquidated or conveyed in accordance with the terms of a plan of dissolution approved by not less than seventy-five percent (75%) of the Members. Notwithstanding the above, if dissolution is sought during the Development Period (as defined in the Declaration), the dissolution and the plan of dissolution will require the express written approval of the Developer (as defined in the Declaration).

ARTICLE IX
Amendment

A. General Requirements. These Articles may be amended or restated in accordance with the applicable provisions of the Act, provided that: (i) an amendment may not conflict with the Declaration, the Bylaws, the Homeowner's Association Act or other applicable law; and (ii) an amendment may not impair or dilute any right or privilege granted to the Developer by the Declaration unless the prior written consent to the amendment is obtained from the Developer.

B. Amendment by Board. The Board of Directors may unilaterally amend or restate these Articles, without a vote of the Members, for the following purposes: (i) to delete the name and address of the initial registered agent or registered office; or (ii) to make any other change expressly permitted by the Act to be made without Member action.

C. Amendment by Members. For all other purposes, an amendment to these Articles will require the affirmative vote of not less than sixty-seven percent (67%) of the total number of votes of the Association. Votes may be obtained in person or by proxy at a regular or special meeting of the Members at which a quorum is present or by written consent in the manner provided for by the Act or the Bylaws.

D. Third Party Approval. Notwithstanding the above, no amendment to these Articles or the Bylaws may be made or will be effective during the Development Period without the prior express written approval of the Developer.

ARTICLE X
Incorporator

The name and address of the incorporator is:

Brent Thompson
7068 Founders Street
Eagle, Idaho 83616

ARTICLE XI
Initial Registered Office and Agent

The location and street address of the initial registered office is 7068 Founders Street, Eagle, Idaho 83616. The registered agent at this address is Brent Thompson. This office and the name of the agent may be changed by the Board of Directors in the manner provided for by law without amendment to these Articles. The incorporator hereby affirms that said registered agent has consented to serve as such.

ARTICLE XII
Mailing Address

The mailing address of the Corporation is 7068 Founders Street, Eagle, Idaho 83616.

IN WITNESS WHEREOF, for the purpose of forming the Association under the laws of the State of Idaho, the undersigned, being the incorporator of the Association, has executed these Articles of Incorporation as of the 19th day of February, 2025.


BRENT THOMPSON, Incorporator

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