

**Department of State**

**CERTIFICATE OF INCORPORATION  
OF**

**CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.**

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of **CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.**

duly signed pursuant to the provisions of the Idaho Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated **May 26**, 19 **88**



*Pete T. Cenarrusa*  
SECRETARY OF STATE

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Corporation Clerk

ARTICLES OF INCORPORATION

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SEC. OF STATE

OF

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CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

The undersigned, acting as the incorporator under the Idaho Nonprofit Corporation Act, hereby adopt the following Articles of Incorporation:

ARTICLE ONE

NAME

The name of the corporation is CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE TWO

NONPROFIT CORPORATION

The corporation is a nonprofit corporation.

ARTICLE THREE

DURATION

The duration of the corporation shall be perpetual.

ARTICLE FOUR

PURPOSES AND POWERS

The purposes of the corporation and its powers are the following:

1. To act as a management body for the Cedar Ridge Condominiums; and, to do all things necessary, proper, conducive or incidental thereto.

2. The transaction of any or all lawful business for which corporations may be incorporated under the Idaho Nonprofit Corporation Act; and, for which a management body may be created under the Idaho Condominium Property Act.

## ARTICLE FIVE

### MEMBERSHIP

A. There shall be one membership in the corporation for each condominium in the Cedar Ridge Condominiums as established in the Condominium Declaration of the Cedar Ridge Condominiums ("Declaration"). No person or entity other than an owner of a condominium may be a member of the corporation. If title to a condominium is held by more than one person, the membership relating to that condominium shall be shared by all such persons in the same proportions and in the same type tenancy as the title to the condominium is held.

B. A member shall not assign or transfer his membership certificate in any manner except in connection with the transfer or sale of the member's condominium. Membership in the corporation is declared to be appurtenant to the condominium upon which such membership is based and shall pass automatically with the sale or transfer of the title to the unit. Members shall not have pre-emptive rights to purchase other memberships in the corporation or other condominiums in the project.

C. Each member shall be entitled to receive a certificate of membership, which certificate shall state the number of votes he is entitled to cast as a member of the corporation.

D. The corporation shall have two classes of voting membership:

1. Class A. The Class A members shall be all those owners of a condominium of which the Declarant of the Declaration is not the sole owner. Class A members shall be entitled to one (1) vote for each condominium of which they are the owners. In the event that more than one person owns a condominium, the vote for such condominium shall be exercised in any manner the owners may determine among themselves; provided, however, that no more than one (1) vote shall be cast for any one condominium.

2. Class B. The Class B member shall be the Declarant of the Declaration. The Class B member shall be entitled to three (3) votes for each condominium which Declarant is the sole owner.

When the total number of votes outstanding in Class A memberships at any one time exceeds the total number of votes outstanding in Class B memberships, or when two years shall have elapsed from the first conveyance of a condominium to an owner other than declarant, whichever occurs earlier, the Class B memberships shall all convert to Class A memberships, and the voting rights associated with such memberships shall be changed accordingly.

## ARTICLE SIX

### LOCATION

The location and address of the initial registered office of the corporation is 1277 East 17th Street, P. O. Box 2044, Idaho Falls, Idaho 83402, and the name of its initial registered agent at such address is Gary L. Voigt.

## ARTICLE SEVEN

### ASSESSMENTS

Each member shall be liable for the payment of liabilities and assessments as provided in the Declaration, the Idaho Condominium Property Act, and the Bylaws of the corporation; and, such assessments may be secured by a lien upon the real property to which a member's membership rights are appertenant.

## ARTICLE EIGHT

### BOARD OF DIRECTORS

The number of directors constituting the initial board of directors is 2, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

<u>NAME</u>	<u>ADDRESS</u>
Gary L. Voigt	1277 East 17th Street P. O. Box 2044 Idaho Falls, Idaho 83402
Patricia A. Davis	1277 East 17th Street P. O. Box 2044 Idaho Falls, Idaho 83402

## ARTICLE NINE

### INCORPORATORS

The name and address of each incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
G. L. Voigt Construction, Inc.	1277 East 17th Street P. O. Box 2044 Idaho Falls, Idaho 83402

## ARTICLE TEN

### AMENDMENT

Any provision of these Articles may be altered, amended or repealed, and new Articles adopted, by the members at any regular or special meeting of the members called for such purpose, in accordance with the terms of Idaho Code, Section 30-326; provided, however, that the material provisions of these Articles shall be amended, except as otherwise provided herein, only upon the approval of a two-thirds majority vote of the voting power of the corporation and upon the approval of eligible mortgage holders, holding mortgages on Units whose Owners bear at least 51% of the voting power of all Owners of Units subject to eligible holder mortgages. An addition or amendment shall be considered an amendment of a material provision if it alters or adds any provision which establishes, provides for, governs or regulates any of the following:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the common areas (or units if applicable);
- d. Insurance or Fidelity Bonds;
- e. Rights to use of the common areas;
- f. Responsibility for maintenance and repair of the several portions of the project;
- g. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the Project;

- h. Boundaries of any unit;
- i. The interests in the general or limited common areas;
- j. Convertibility of units into common area or of common area into units;
- k. Leasing of units;
- l. Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit; and
- m. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on units.

An addition or amendment shall not be considered an amendment of a material provision and shall require a bare majority vote of the voting power of the association, if such amendment is for the correction of technical errors, the clarification of existing provisions, or other purposes for which the stricter voting standard applicable to amendments of material provisions would not be appropriate.

No amendment of these Articles shall be effective until such amendment is recorded in the Records of Bonneville County, Idaho, in accordance with Idaho Code, Section 55-1506.

#### ARTICLE ELEVEN

##### CERTAIN DEFINITIONS

As used in these Articles of Incorporation, the following terms shall have the definitions as hereinafter provided:

A. The Property. That certain real property located in the City of Idaho Falls, County of Bonneville, State of Idaho, more particularly described on Exhibit "A" which is attached hereto and made a part hereof, is referred to as the "property".

B. The Project. "The project" shall collectively mean the property and all buildings and other improvements located on the property.

C. Voting Power. "Voting power" shall mean the combined total of all qualified Class A member votes and all qualified Class B member votes of the corporation.

D. Building. "Building" shall mean one of the buildings constructed on the property including the related automobile parking structures.

E. Unit. "Unit" shall mean the separate interest in a condominium.

F. Common Area. "Common area" shall mean the entire project excepting all units.

G. Condominium. "Condominium" shall mean a separate interest in a unit together with an undivided interest in common in the common area expressed as a percentage of the entire ownership interest in the common area.

H. Owner. "Owner" shall mean any person or entity at any time owning a condominium. The term "owner" shall not refer to any mortgagee, as herein defined, unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.



I. Mortgage. "Mortgage" shall mean any mortgage, deed of trust, or other security interest by which a condominium or any part thereof is encumbered.

J. Mortgagee. "Mortgagee" shall mean any person, or any successor to the interest of such person, named as the mortgagee, trust beneficiary, or creditor under any mortgage under which the interest of any owner or successor to the interest of such owner is encumbered.

K. Corporation. "Corporation" shall mean the Cedar Ridge Condominium Association, Inc., an Idaho not for profit corporation, its successors, and assigns, organized as provided herein.

L. Eligible Mortgage Holder. "Eligible mortgage holder" shall mean any holder of a first mortgage on a unit who has requested notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed applicable;

b. Any delinquency in the payment of assessments or charges owned by an owner of a unit subject to a first mortgage held, insured or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the corporation; and

d. Any proposed action which would require the consent of a specified percentage of mortgage holders.

IN WITNESS WHEREOF, I have hereunto set my hands and  
seals this 25th day of May, 1988.

G. L. VOIGT CONSTRUCTION, INC.

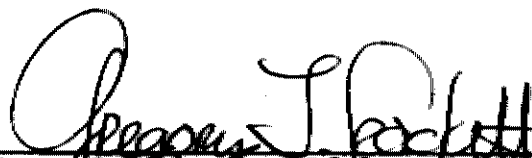
By   
Gary L. Voigt  
ITS: President

STATE OF IDAHO                    )  
                                      ) ss.  
County of Bonneville            )

ON THIS 25th day of May, 1988, before me, Gregory L. Crockett, a Notary Public in and for said State, personally appeared GARY L. VOIGT, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

  
Notary Public for Idaho  
Residing at Idaho Falls  
My Commission Expires: 7-1-93

**EXHIBIT "A"**

**Lot 1, Block 1, CEDAR RIDGE, DIVISION NO. 1, to  
the City of Idaho Falls, County of Bonneville,  
State of Idaho, according to the recorded plat  
thereof.**