

**ARTICLES OF INCORPORATION
OF
EAGLE RIDGE DEVELOPMENT ASSOCIATION, INC.**

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The undersigned, for the purposes of forming a corporation under the Nonprofit Corporation Act, Title 30, Chapter 30, Idaho Code, hereby adopts the following Articles of Incorporation ("Articles"):

**ARTICLE I
NAME**

The name of the corporation (hereinafter called the "Association") is EAGLE RIDGE DEVELOPMENT ASSOCIATION, INC., and it is an Idaho nonprofit corporation.

**ARTICLE II
DURATION**

The Association will exist perpetually.

**ARTICLE III
PURPOSES AND POWERS OF THE ASSOCIATION**

The specific primary purposes for which it is formed are to provide for the management, operation, administration, maintenance, repair, improvement, preservation, insurance, and architectural control of that certain residential community generally located in Shoshone County, Idaho commonly known as "Eagle Ridge" and to promote the health, safety and welfare of all owners using the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for such purpose, all according to that certain Master Declaration of Covenants, Conditions and Restrictions for Eagle Ridge (as it may be amended from time to time, the "**Declaration**") recorded or to be recorded with respect to said property in the Shoshone County Recorder's Office. Capitalized terms used, but not defined, in these Articles shall have the meanings that are ascribed to them in the Declaration.

In furtherance of said purposes, and subject to applicable law and the approval of Owners if required by the Declaration, this Association shall have the powers set forth in the Declaration and its corporate bylaws ("**Bylaws**").

**ARTICLE IV
OWNERS AND OWNERSHIP**

Section 1. Non-stock Corporation. Participation in management and ownership of the Association is by ownership only. The Association shall issue no stock and will have no shareholders. This Association does not contemplate the distribution of gains, profits, or dividends to its Members (as that term is defined in the Idaho Nonprofit Corporation Act).

Section 2. Ownership. The purchaser of a Lot will automatically be an Owner (as defined by the Declaration) and will remain an Owner until such time as such Owner's ownership of the Lot ceases for any reason, at which time its status as an Owner in the Association will automatically cease. Status as an Owner in the Association is appurtenant to and cannot be segregated from ownership of a Lot. Except upon dissolution of the Association, a dissenting Owner shall not be entitled to any return of any contribution or other interest in the Association.

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Section 3. Transfer of a Lot. Status as an Owner in the Association may not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the ownership of a Lot is transferred, the Association will have the right to record the transfer upon its books.

Section 4. Voting Rights. The voting rights of the Owners are set forth in the Bylaws and the Declaration.

ARTICLE V
INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be at the offices of its registered agent:

Hannah G. Kitz
c/o Lukins & Annis P.S.
601 E. Front Avenue, Suite 303
Coeur d'Alene, Idaho 83814

ARTICLE VI
BOARD OF DIRECTORS

The affairs of this Association shall initially be managed by a Board of three Directors (each a "Director" and collectively the "Directors"). The election procedure for Directors and Board meeting requirements are set forth in the Bylaws. The names and addresses of the initial Directors until the election of their successors, are:

<u>Name</u>	<u>Address</u>
Robert A. Brett	700 W. Mallon Spokane, WA 99201
Robert Crump	c/o Beutler & Associates 1836 Northwest Blvd. Coeur d'Alene, ID 83814
Jessica Crump	c/o Beutler & Associates 1836 Northwest Blvd. Coeur d'Alene, ID 83814

A Director of the Association shall not be personally liable to the Association or its Owners for monetary damages arising from any conduct as a Director, except this limitation on liability shall not apply to (i) acts or omissions involving intentional misconduct by the Director, a violation of the Director's duties to the Association or a knowing violation of law by the Director, (ii) any transaction from which the Director will personally receive a benefit in money, property, or services to which the Director is not legally entitled. This limitation shall not apply to any act or omission occurring before the effective date of this paragraph. If the Idaho Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of

a Director of the Association shall be eliminated or limited to the fullest extent permitted by the Idaho Nonprofit Corporation Act, as so amended. Any repeal or modification of the foregoing paragraph by the Owners of the Association shall not adversely affect any right or protection of a Director of the Association existing at the time of such repeal or modification.

ARTICLE VII **INDEMNIFICATION**

The Association shall provide any indemnification required by the Idaho Nonprofit Corporation Act and shall indemnify Directors, Officers, agents, and employees as follows:

a. The Association shall indemnify its Officers and Directors and advance or reimburse expenses to the full extent required or permitted by the Idaho Nonprofit Corporation Act now or hereafter in force, whether they are serving the Association or, at its request, any other entity, as an Officer, director, or in any other capacity; provided no such indemnity shall indemnify any Director from or on account of any (i) acts or omissions of the Director finally adjudged to be intentional misconduct, a violation of the Director's duties to the Association or a knowing violation of law (unless and only to the extent that the court in a legal action determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that such court shall deem proper); and (ii) any transaction with respect to which it was finally adjudged that such Director personally received a benefit in money, property, or services to which the Director was not legally entitled.

b. The Board of Directors may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve, and amend from time to time such Bylaws, resolutions, or contracts implementing such provisions, including but not limited to implementing the manner in which determinations as to any indemnity or advancement of expenses shall be made, or such further indemnification agreements as may be permitted by law.

c. The Association shall indemnify other employees and agents to the extent as may be authorized by the Board of Directors or the Bylaws and be permitted by law, whether the employees and agents are serving the Association or, at its request, any other entity.

d. The foregoing rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled under any statute, provision of the Articles, Bylaws, or other agreements.

No amendment or repeal of this Article shall apply to or have any effect on any right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

ARTICLE VIII **DISSOLUTION**

In the event of the dissolution, liquidation, or winding up of the Association, after paying or adequately providing for the debts and obligations of the Association, the Directors or person in charge

of the liquidation shall divide the remaining assets among the Owners in accordance with their respective rights thereto as established in the Declaration.

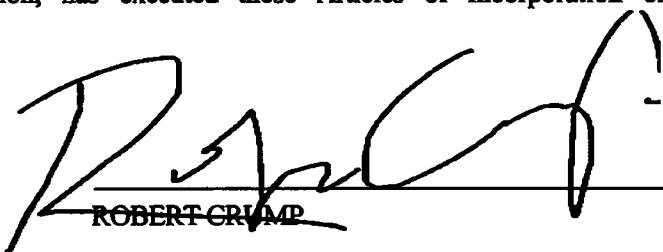
ARTICLE IX
AMENDMENT OF ARTICLES

These Articles may be amended by the Directors without Owner approval for the limited purposes set forth in I.C. § 30-30-702 (or successor statute). These Articles may be amended at any time and in any manner by the vote of two-thirds of the votes cast or a majority of the total voting power of the Association, whichever is less; provided, however, that any such amendment shall not be inconsistent with the law.

ARTICLE X
INCORPORATOR

The name and address of the incorporator of this Association is Robert Crump, whose address is: c/o Beutler & Associates, 1836 Northwest Blvd, Coeur d'Alene, ID 83814.

For the purpose of forming this Association under the laws of the State of Idaho, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation on December 9, 2021.




ROBERT CRUMP

CONSENT TO SERVE AS REGISTERED AGENT

I, Hannah G. Kitz, hereby consent to serve as registered agent in the State of Idaho for the corporation known as **EAGLE RIDGE DEVELOPMENT ASSOCIATION, INC.** I understand that as agent for the Association, it will be my responsibility to receive service of process in the name of the Association; to forward all mail to the Association; and to immediately notify the office of the Secretary of State in the event of my resignation, or of any changes in the registered office address of the Association for which I am agent.

DATED: December 9, 2021



HANNAH G. KITZ