



Department of State.

**CERTIFICATE OF INCORPORATION
OF**

RIVERSIDE VILLAGE HOME OWNERS 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 RIVERSIDE VILLAGE HOME OWNERS 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 April 3, _____, 1987.



Pete T. Cenarrusa

SECRETARY OF STATE

[Signature]
Corporation Clerk

ARTICLES OF INCORPORATION

OF

RIVERSIDE VILLAGE HOME OWNERS ASSOCIATION, INC.

APR 3 3 22 PM '87
SECRETARY OF STATE

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, being natural persons of full age and citizens of the United States, acting as incorporators of a non-profit corporation (hereafter called "Association") under the Idaho Business Corporation Act (hereafter called "Act"), and, in particular, Chapter 3 of Title 30, Idaho Code, have adopted the following Articles of Incorporation for such Association:

ARTICLE I

NAME

The name of this Association is:

RIVERSIDE VILLAGE HOME OWNERS ASSOCIATION, INC.

ARTICLE II

DEFINITIONS

For the purposes of these Articles, the following words and terms shall be accorded the definitions as follows:

Annexation: The process by which additional tracts or parcels of real property not described on Exhibit A attached to and made part of the Master Declaration (hereafter defined) are made part of Riverside Village and subject to the Master Declaration.

Articles: These Articles of Incorporation, including any amendments thereto duly adopted.

Assessments: Payments required of Members of the Association and Members of any Sub-Association, including Regular, Special or Limited Assessments as provided in the Master Declaration.

Association: Riverside Village Home Owners Association, Inc., an Idaho non-profit corporation.

Board: The duly elected and qualified Board of Directors of the Association.

Common Area: All real property within Riverside Village in

Common Area: All real property within Riverside Village in which Riverside Village Association, Inc., or a Sub-Association, owns an interest or controls and which is held or controlled for the common use and enjoyment of all of its Members, including any recreational facilities and other improvements thereon.

Grantor: Idaho Forest Industries, Inc., Box 1030, Coeur d'Alene, Idaho 83814, and its predecessor, Riverside Village Associates, an Idaho Limited Partnership.

Lot: A portion of Riverside Village which is a legally described tract or parcel of real property within Riverside Village or which is designated as a Lot on any recorded subdivision plat relating to Riverside Village.

Master Declaration: The Master Declaration of Covenants, Conditions, Restrictions and Easements for Riverside Village, filed in the office of the Ada County Recorder on June 2, 1981, as Instrument No. 8123410, including any amendments thereto duly adopted and recorded.

Member: Any person(s) who is an Owner of a Lot within Riverside Village.

Owner: A person or persons or other legal entity or entities, including the Grantor, holding fee simple title to any real property in Riverside Village, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any holder of a Mortgage or beneficiary under a Deed of Trust or other security holder in actual possession of any such real property as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise.

Riverside Village: The whole of the real property described on Exhibit A attached to the Master Declaration and incorporated as a part thereof.

Sub-Association: An Idaho non-profit corporation or unincorporated association organized by the Grantor or by any Owner(s) pursuant to a Supplemental Declaration recorded by the Grantor or said Owner(s) for any specific tract or parcel within Riverside Village.

Supplemental Declaration: A Declaration of Covenants, Conditions, Restrictions and Easements as may be recorded by the Grantor pursuant to the provisions of the Master Declaration applicable to a specific tract or parcel within Riverside Village.

ARTICLE III

PURPOSES AND POWERS

Section 1. Purposes. This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide and assure the maintenance, preservation and architectural control of the Lots, including the Common Area, within Riverside Village, as the same is described on Exhibit A attached to and made a part of the Master Declaration.

Section 2. Powers. The Association shall have and exercise the statutory powers provided for non-profit corporations in the State of Idaho, as specified in Title 30, Idaho Code, as the same now exists or may hereafter be amended, and, further, the Association shall have the power to do everything necessary, proper, advisable or convenient for the accomplishment of the purposes hereinabove set forth, and to do all other things incident thereto or connected therewith, which are not forbidden by the Act, by other law or by these Articles of Incorporation. Without limitation of the foregoing stated powers, and to provide for the health, safety and welfare of the Owners and residents within Riverside Village and any additions thereto as may hereafter be brought within the jurisdiction of this Association, the Association shall have the power to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Master Declaration, as the same may be amended from time-to-time as therein provided, said Master Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all Assessments and other charges pursuant to the terms of the Master Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including, but not limited to, all insurance premiums, license fees, taxes or governmental charges levied or imposed against any property owned by the Association;

(c) Acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the business affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of Members, mortgage, pledge, deed in trust, or

hypothecate any or all of the real or personal property owned by the Association as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area, and any other real or personal property owned by the Association, to any public agency, authority or utility. No such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer;

(f) Annex additional real property as a part of Riverside Village in accordance in the Master Declaration.

ARTICLE IV

PERIOD OF DURATION

The period of duration of the Association is perpetual.

ARTICLE V

MEMBERSHIP

Every person or entity who is an Owner of a Lot which, by the terms of the Master Declaration, is subject to Assessments by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, but shall include any mortgagee, beneficiary under a Deed of Trust or other security holder in actual possession of any Lot as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to Assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

A. Class A: Class A Members shall be all Owners with the exception of the Grantor, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be Members but the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

B. Class B: The Class B Member shall be the Grantor, and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events:

(1) When the total votes outstanding in the Class A membership are equal to the total votes outstanding in the Class B membership, provided, however, that Class B membership shall not be converted to Class A membership until all property owned by the Grantor within Riverside Village has been subdivided; or

(2) Eight (8) years from the date of the first sale to an Owner of a Lot located within Riverside Village.

The Association shall not have any voting rights by reason of its ownership of any Common Area or Lot.

ARTICLE VII

REGISTERED OFFICE AND REGISTERED AGENT

The location of the Association's initial registered office in the State of Idaho is 3714 Hill Road, Boise, Idaho 83703. The registered office of the Association may be relocated to such other place as may be determined by the Board of Directors. The name of the initial registered agent of the Association is Bea Malone, 3714 Hill Road, Boise, Idaho 83703.

ARTICLE VIII

BOARD OF DIRECTORS

The number of Directors constituting the Board of Directors of the Association is five (5), and the name and address of each person who is to serve as a Director until the first annual meeting of Members or until the election and qualification of a successor(s) are as follows:

<u>Name</u>	<u>Address</u>
R. Dale Olpin	4833 Lakes Edge Place Boise, Idaho 83703
Louis Bayer	4820 Lakes Edge Place Boise, Idaho 83703

Gail Sersain	4788 River Front Place Boise, Idaho 83703
Nita Sersain	4788 River Front Place Boise, Idaho 83703
Beverly Taylor	4780 River Front Place Boise, Idaho 83703

ARTICLE IX

INCORPORATORS

The name and address of each incorporator of the Association is as follows:

<u>Name</u>	<u>Address</u>
R. Dale Olpin	4833 Lakes Edge Place Boise, Idaho 83703
Louis Bayer	4820 Lakes Edge Place Boise, Idaho 83703
Gail Sersain	4788 River Front Place Boise, Idaho 83703
Nita Sersain	4788 River Front Place Boise, Idaho 83703
Beverly Taylor	4780 River Front Place Boise, Idaho 83703

ARTICLE X

LIABILITY OF MEMBERS

Members shall be individually liable for the Assessments levied and assessed by the Master Association, including any Assessments levied and assessed on behalf of a Sub-Association, upon a Lot, whether for fines, penalties, recovery of costs, or be in the form of Regular, Special or Limited Assessments.

ARTICLE XI

EXEMPTION

This Association is a corporation intended to be classified as a "homeowners association" which, pursuant to Section 528 of

the Internal Revenue Code of 1954, as amended, is considered an organization exempt from income taxes for the purpose of any law which refers to organizations exempt from income taxes. Further, this Association is a residential real estate management association organized and operated to provide for the acquisition, construction, management, maintenance and care of property owned by the Association.

All provisions of these Articles of Incorporation shall be interpreted in accordance with the provisions of Section 528 of the Internal Revenue Code of 1954, as amended, and in case of a conflict between that or other applicable sections, any provision of these Articles so in conflict with either shall be interpreted to be consistent with that provision of the Internal Revenue Code.

ARTICLE XII

BY-LAWS

The Board of Directors shall have the right to make and amend By-Laws for the Association, not inconsistent with any existing law and not inconsistent with these Articles of Incorporation or the Master Declaration, for the government of the affairs of the Association and the management of its properties.

ARTICLE XIII

CONFLICT OF PROVISIONS

The provisions contained in these Articles of Incorporation are subject and subservient to the terms and provisions of the Master Declaration and in any conflict between the terms and provisions of said documents, the terms and provisions of the Master Declaration shall prevail.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Incorporation this 25th day of March, 1987.


R. DALE OLPIN


LOUIS BAYER

Gail Sersain

GAIL SERSAIN

Nita Sersain

NITA SERSAIN

Beverly C. Taylor

BEVERLY TAYLOR

EXHIBIT A

Portions of Sections 23 & 24, T. 4N., R. 1E., B.M. Garden City, Ada County, Idaho more particularly described as follows:

Commencing at the West 1/4 corner of Section 24, T. 4N., R. 1E., B.M.; thence
S. 45°58'34" E. 1966.47 feet to the Real Point of Beginning;
thence
S. 54°23'00" W. 1644.05 feet; thence
S. 70°37'00" W. 130.00 feet; thence
S. 54°23'00" E. 283.70 feet; thence
S. 79°25'00" W. 660.00 feet; thence
N. 83°45'00" W. 638.39 feet; thence
N. 63°18'00" W. 2530.41 feet; thence
N. 33°17'14" W. 18.69 feet; thence
N. 40°00'00" W. 481.99 feet; thence
N. 63°18'00" W. 247.06 feet; thence
N. 40°35'00" E. 538.81 feet; thence
S. 29°15'00" E. 290.00 feet; thence
EAST 52.40 feet; thence
S. 1°12'30" W. 217.52 feet; thence
S. 59°24'30" E. 762.86 feet; thence
S. 71°40'30" E. 1454.21 feet; thence
N. 7°18'50" E. 495.45 feet to the real point of beginning.

Contains 51.4911 Acres.

RIVERSIDE VILLAGE
MASTER DECLARATION
EXHIBIT A

