

**FILED EFFECTIVE**

2012 JAN 17 PM 1:35

**ARTICLES OF INCORPORATION  
OF****RIDGEPOINTE CONDOMINIUM PHASE ONE OWNERS' ASSOCIATION, INC.**SECRETARY OF STATE  
STATE OF IDAHO

The undersigned, acting as the incorporation of a nonprofit corporation organized under and pursuant to the Idaho Nonprofit Corporation Act, Chapter 3, Title 30, Idaho Code ("Act"), adopts the following Articles of Incorporation.

**ARTICLE I  
NAME**

The name of the corporation is RIDGEPOINTE CONDOMINIUM PHASE ONE OWNERS' ASSOCIATION, INC., hereinafter called "Association."

**ARTICLE II  
DURATION**

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

**ARTICLE III  
NONPROFIT STATUS**

The Association is a nonprofit corporation.

**ARTICLE IV  
PRINCIPAL OFFICE AND REGISTERED AGENT**

The initial principal office and mailing address of the Association is c/o Kiemle & Hagood, 601 W. Main St., Suite 400, Spokane, WA 99201. The name and address of the initial registered agent of the Association is Eleven-Fourteen, Inc., 608 Northwest Blvd., #300, Coeur d'Alene, Idaho 83814.

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

The Association does not contemplate pecuniary gain or profit to the Members thereof, and the association is formed to provide for certain regulation of the use of the Units located in the Ridgpointe Condominlums and to promote the health, safety and welfare of the Owners and tenants within Phase One of the Ridgpointe Condominlums, including without limitation to:

(A) Exercise all of the powers and privileges and perform all of the duties and obligations of a Sub-Association for Phase One Building as set forth in the Condominium Declaration and Covenants, Conditions and Restrictions for Ridgpointe Condominlums,

ARTICLES OF INCORPORATION OF  
RIDGEPOINTE CONDOMINIUM PHASE ONE OWNERS' ASSOCIATION, INC. - 1  
K:\wdocs\cdm\m\83814\2234\20041430.DOCX

C193384

IDAHO SECRETARY OF STATE  
01/17/2012 05:00  
CK: NONE CT: 24485 BH: 1386336  
1 0 30.00 = 30.00 INC NONP # 2  
1 0 20.00 = 20.00 NON EXPDI # 3

as amended, which Declaration and Amendments have been recorded as Instrument Nos. 2253189000, 2273293000 and 2283881000, respectively, in the official records of Kootenai County, Idaho (the "Declaration") as further amended from time to time as therein provided;

(B) Fix, levy, collect and enforce payment by any lawful means of all charges or Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith including all office and other expenses incident to the conduct of the business of 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 affairs of the Association under the limitations imposed by the Declaration;

(D) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(E) Dedicate, sell or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members;

(F) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and common area;

(G) Have and exercise any and all powers, rights and privileges which a corporation organized under the Act may by law now or hereafter have or exercise, subject only to limitations contained in the Declaration and any amendments thereto, and the Bylaws of the Association ("Bylaws").

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall in no wise be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

**ARTICLE VI**  
**MEMBERSHIP**

Every Owner holding fee simple interest of record to any Unit in the Phase One Building of Ridgepointe Condominiums, as set forth in the Declaration and Plat, shall be a Member of the Association.

Membership shall be appurtenant to and may not be separated from ownership of any Unit within the Building.

**ARTICLE VII**  
**VOTING RIGHTS**

The authorized number and qualifications of members of the Association, the different classes of members, if any, the property, voting, and other rights and privileges of members, and their liability for assessments and the method of collection thereof, shall be as set forth in the Declaration and Bylaws of the Corporation.

**ARTICLE VIII**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors (collectively the "Board," individually "Directors") to carry out all of the powers and duties of the Association as set forth herein. The Board shall consist of not less than three (3) nor more than seven (7) individuals, who, other than the initial Directors specified herein shall be Members of the Association. The number of Directors may be changed by amendment of the Bylaws, but in no event shall the number be less than three (3). The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are as follows:

Brenda VanderDoes	111 North Wall Street Spokane, WA 99201
Phil G. Rowe	111 North Wall Street Spokane, WA 99201
Gary VanAsen	1700 East Tower Pointe #205 Coeur d'Alene, ID 83814

**ARTICLE IX**  
**ASSESSMENTS**

Each Member shall be liable for the payment of Assessments pursuant to the Declaration and Bylaws of the Corporation.

**ARTICLE X**  
**BYLAWS**

Provisions for the regulation of the internal affairs of the Association shall be as set forth in the Bylaws.

**ARTICLE XI**  
**DISSOLUTION**

The Association shall only be dissolved at a regular meeting, or a special meeting of the Association called for that purpose, by the vote of the Owners to which at least seventy-five percent (75%) of the votes in the Association are allocated. Upon dissolution of the Association, other than the incident to a merger or consolidation, the real property and other assets of the Association shall be distributed pursuant to the Declaration.

**ARTICLE XII**  
**NONPROFIT LIMITATIONS**

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its members, Directors, Officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article VI hereof. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Association shall 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 XIII**  
**AMENDMENTS**

Amendment of these Articles of Incorporation may be made at any regular meeting, or any special meeting of the Association called for that purpose, by the Owners to which at least seventy-five percent (75%) of the votes in the Association are allocated. No amendment which is inconsistent with the provisions of the Declaration shall be valid.

**ARTICLE XIV**  
**MEANING OF TERMS**

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

ARTICLE XV  
INCORPORATOR

The name and address of the incorporator is as follows:

Dennis M. Davis  
608 Northwest Blvd., #300  
Coeur d'Alene, ID 83814

IN WITNESS WHEREOF, I have hereunto set my hand and seal effective this 13<sup>th</sup> day of  
January, 2012.



---

Dennis M. Davis, Incorporator