

RESTATED AND AMENDED ARTICLES OF INCORPORATION

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File #: 0004457016

Date Filed: 10/14/2021 12:50:00 PM

OF

DALTON WATER ASSOCIATION, INC.

ARTICLE I

The name of this association shall be the Dalton Water Association, Inc. ("Association").

ARTICLE II

The nature of the business of the Association and the objects and purposes for which, or for any of which, this Association is formed are:

- a. To associate its members together for their mutual benefit and to further the rehabilitation of said members, and to that end to construct, maintain and operate a private water system for the supplying of water for domestic, livestock and garden purposes to its members, and to engage in any activity related thereto, including, but not limited to the acquisition of water by appropriation, drilling, pumping and/or purchase, and the purchase, laying, installation, operation, maintenance and repair of wells, pumping equipment, water mains, pipe lines, valves, meters, and all other equipment necessary to the construction, maintenance and operation of a water system.
- b. To borrow from any source, money, goods or services without limitation as to amount of corporate indebtedness or liability; and to pledge or mortgage any of its property as security therefor in any manner permitted by law.
- c. To buy, lease, hold and exercise all privileges of ownership in and to the real or personal property as may be necessary or convenient for the conduct and operation of the business of the Association or incidental thereto.
- d. To acquire and to hold, own and exercise all rights of ownership in, and to sell, transfer or pledge shares of capital stock or bonds or become a member or a stockholder of any corporation or Association engaged in any related activities.
- e. To establish reserves and to invest the funds thereof in stocks, bonds and other property as the board of directors may deem satisfactory.
- f. To levy assessments in such manner and in such amount as may be provided in the by-laws of this Association, and to provide for the manner of collection of assessments for water furnished its members and the manner of enforcement thereof.
- g. To have and exercise all powers, privileges and rights conferred on corporations by the laws of the State of Idaho and all powers and rights incidental in carrying out the purpose for which this Association is formed, except such as are inconsistent with the express provisions of the act under which this Association is incorporated.

- h. The foregoing shall be construed both as objects and powers and enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred on this Association by the laws of the State of Idaho, all of which are hereby expressly claimed.
- i. The Association shall not be conducted or operated for profit and no part of the net earnings of the Association shall inure to the benefit of any individual.

### ARTICLE III

The place where the principal business of the Association is to be transacted is the City of Dalton Gardens, County of Kootenai, State of Idaho, but the Association may maintain offices and places of business at such other places within the State of Idaho as the Board of Directors may determine.

### ARTICLE IV

The period of existence of this Association shall be perpetual.

### ARTICLE V

The private property of the members shall not be subject to payment of Association debts to any extent whatever.

### ARTICLE VI

Section 1. Any record of title owner of a legal parcel of land within the boundaries of the Association is eligible for membership.

Section 2. Under the terms and conditions prescribed in its by-laws, this Association shall admit as members such eligible persons or entities described in Section 1 above. However, the Association shall not be required to admit members if the capacity of its water system is exhausted by the needs of its existing members and all such other persons to whom it has been supplying water. The Association may terminate a membership in accordance with its bylaws.

Section 3. Membership fees shall be fixed and regulated by the by-laws. Each member whose fees are fully paid and who is in good standing and not in arrears for water service shall be entitled to only one vote at any meeting of the members of the Association. There shall be no

voting by proxy. Assessments against members and a determination of their liability shall be fixed by the by-laws of the Association which shall provide for the manner of collection and its enforcement and also for the lapse of membership and forfeiture of the right to the use of water for non-payment of water service or non-user.

Section 4. Special or regular assessments shall be fixed by the Board of Directors for capital improvements, and charges for water service or use. Enforcement of payment of assessments may be by disconnection of service, by legal action, by forfeiture of membership, or a combination of these enforcement actions. No enforcement action will be taken without providing the member a written notice at least 20 days before commencement of such action or such forfeiture. Further, any assessments may be secured by a lien filed by the Association against the real property to which the membership is appurtenant.

Section 5. All fees membership admission fees shall be placed in the Surplus Fund to be used only for the payment of indebtedness, repairs, rebuilding and maintenance. After all expenses of the Association are paid each year, and reasonable reserves as determined by the Board of Directors set aside, the net earnings of the Association shall be used to reduce the charges for the next years' operation.

Section 6. The boundaries of the Dalton Water Association, shall be and remain as they now exist and no land outside of said boundaries as they now exist shall be admitted to membership in the Association, nor shall the boundaries of the Association be extended or changed, unless the extension or change of the boundaries are approved by the members of the Association at an annual meeting or special meeting following written notice to the members of any proposed change of the boundaries given at least 10 days before the annual meeting or special meeting held on the proposal

The boundaries of Dalton Water Association, Inc., shall be as follows:

Beginning at the West quarter corner of Section 36, Township 51 N, Range 4 W, Boise Meridian, Kootenai County, Idaho;

Thence, East along the east-west center line of said Section 36 and the east-west center line of Section 31 township 51 N, Range 3 W, Boise Meridian, to the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 31;

Thence, North along the east line of said Northwest ¼ of Southeast ¼ to the Southeast corner of the West ½ of the Northeast quarter of Section 31;

Thence, North along the east line of the West half of the Northeast quarter of Section 31 to the Northeast corner thereof;

Thence, North along the east line of the West half of the Southeast quarter of Section 30, Township 51 N, Range 3, Boise Meridian, to the Northeast corner thereof;

Thence North along the east line of the Southwest quarter of the Northeast quarter of said section 30 to the Northeast corner thereof;

Thence, continuing North along the east line of the Northwest quarter of the Northeast quarter of Section 30, 345 feet, more or less, to the southerly line of the Hayden Lake Recreational Water and Sewer District as defined in Exhibit B, Case No. 34668, First District Court, State of Idaho;

Thence, Northwesterly and Westerly along said line as follows:  
West, 475 feet, more or less, parallel with the North line of Section 30;

Thence, North 47 degrees West, 575 feet, more or less;

Thence, South 87 degrees West, 150 feet, more or less;

Thence, South 66 degrees West, 1657 feet, more or less, to the Northeast corner of Lot 7, Block 2, Woodland Heights (Book E of Plats, page 129);

Thence, along the northeasterly line of Woodland Heights as follows:  
South 82 degrees 20 minutes 15 seconds West, 52.47 feet;

Thence, North 83 degrees 51 minutes 30 seconds West, 158.91 feet;

Thence, North 64 degrees 21 minutes 30 seconds West, 415.97 feet;

Thence, North 49 degrees 39 minutes 15 seconds West, 647.74 feet to the most northerly corner of said Block 2;

Thence, North 31 degrees 03 minutes 30 seconds West, 445.80 feet;

Thence, West 200.00 feet to a point on the west line of Section 30;

Thence, North 240.00 feet along the west line of Section 30 to the Northwest corner of Section 30;

Thence, continuing North 00 degrees 44 minutes 42 seconds West, along the west line of Section 19, Township 51 N, Range 3 W, Boise Meridian for a distance of 1,136.94 feet to the Southwest corner of a parcel of land owned by the Dalton Water Association according to a survey performed by LePard and Frame Engineers of Coeur d'Alene, Idaho dated August 29, 1974;

Thence, North 69 degrees 20 minutes East, for a distance of 187.0 feet;

Thence, North 20 degrees 40 minutes West, for a distance of 50.0 feet;

Thence, North 69 degrees 20 minutes East, for a distance of 204.55 feet to a point on the north line of Government Lot 4 in said Section 19;

Thence, North 89 degrees 6 minutes 25 seconds West, along the north line of said Government Lot 4 for a distance of 351.24 feet to a point on the west line of said Section 19;

Thence, South 00 degrees 44 minutes 42 seconds East, along the west line of Section 19 for a distance of approximately 112.8 feet to the Northeast corner of a parcel of land owned by the Dalton Water Association according to a survey performed by J-U-B Engineers, Inc. of Coeur d'Alene, Idaho, dated February 25, 1976;

Thence, South 68 degrees 28 minutes 06 seconds West, a distance of 633.85 feet;

Thence, South 51 degrees 52 minutes 34 seconds West, a distance of 263.29 feet;

Thence, South 28 degrees 47 minutes 04 seconds West, a distance of 269.98 feet;

Thence, South 33 degrees 08 minutes 44 seconds West, a distance of 319.38 feet;

Thence, South 35 degrees 06 minutes 49 seconds West, a distance of 340.48 feet to the Northwest corner of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 25;

Thence, West along the north line of said Section 25 to the Northwest corner thereof;

Thence, South along the west line of said Section 25 to the Southwest corner thereof and the Northeast corner of Section 36;

Thence, South along the west line of said Section 36 to the point of beginning. (2/1/65, 6/16/69, 3/5/90, 3/5/07, & 3/4/13)

## ARTICLE VII

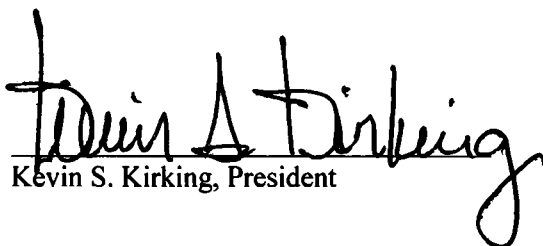
The number of directors shall be five.

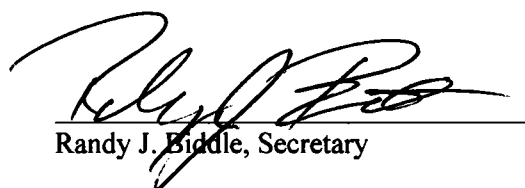
IN WITNESS WHEREOF, the undersigned, for the purpose of amending and restating the Association's Articles of Incorporation pursuant to the laws of the State of Idaho, have executed these Amended and Restated Articles of Incorporation on the 9th day of August, 2021.

B0652-1498 10/14/2021 12:50 PM Received by ID Secretary of State Lawrence Denney

AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
DALTON WATER ASSOCIATION, INC.

On the 9<sup>TH</sup> day of August, 2021, at a special meeting of the members, held at 6:30 p.m. at the regular meeting place of this corporation, Dalton Gardens City Hall, 6360 N 4<sup>th</sup> St., Dalton Gardens, Kootenai County, Idaho, a quorum of the membership was present and a majority of the quorum voted to accept the attached Restated and Amended Articles of Incorporation of Dalton Water Association, Inc.

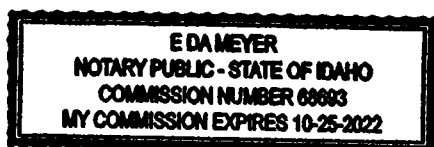
  
Kevin S. Kirking, President

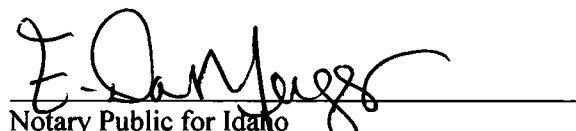
  
Randy J. Biddle, Secretary

STATE OF IDAHO     )  
                                  ss.  
County of Kootenai     )

On this 13<sup>th</sup> day of September 2021, before me, the undersigned Notary Public, personally appeared Kevin S. Kirking and Randy J. Biddle, known to me to be the President and Secretary/Treasurer of DALTON WATER ASSOCIATION, INC. and the persons 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 first above written.



  
Notary Public for Idaho  
Residing at: Rathdrum  
My Commission Expires: 10/25/2022