

**ARTICLES OF INCORPORATION
OF
BARBER JUNCTION OWNERS' ASSOCIATION, INC.**

FILED EFFECTIVE

2018 MAR 30 PM 12: 40

SECRETARY OF STATE
STATE OF IDAHO

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, for the purpose of forming a non-profit corporation under the laws of the State of Idaho in compliance with the provisions of Title 30, Chapter 30, Idaho Code, does hereby certify, declare and adopt the following Articles of Incorporation:

**ARTICLE I
NAME**

The name of the corporation shall be Barber Junction Owners' Association, Inc. (hereinafter, the "**Corporation**").

**ARTICLE II
TERM**

The period of existence and duration of the life of this Corporation shall be perpetual.

**ARTICLE III
NON-PROFIT**

This Corporation shall be a non-profit, membership corporation.

**ARTICLE IV
REGISTERED AGENT**

The location and street address of the initial registered office of this Corporation shall be 6149 N. Meeker Place, Suite 150, Boise, ID 83713, and Sentry Management Inc. is hereby appointed the initial registered agent of the Corporation.

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

This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which the Corporation is formed are to provide for certain regulations of the use and architectural control of the Units and Local Common Area located or to be located in Barber Junction Subdivision according to the plat thereof recorded or to be recorded in the official records of Ada County, Idaho (the "**Subject Phase**"), which Units and Local Common Area are a portion of the real property ("**Property**") covered by the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates, recorded in the records of Ada County on October 8, 2010 as Instrument No. 110094904 (the "**Master Declaration**"), as the same may be amended or supplemented from time to time, including by that certain Supplement to Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Dallas Harris Estates (Subdivision No. 1), recorded in the records of Ada County on October 8, 2010 as Instrument

No. 110094905 (the "Supplemental Declaration"), as the same may be amended from time to time (collectively, the "Declaration"); and to promote the health, safety and welfare of the residents within the Subject Phase; and for this purpose to:

(A) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration as amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(B) Fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration and all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation;

(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 Corporation under the limitations imposed by the Declaration;

(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 its real or personal property as security for money borrowed or debts incurred;

(E) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall comply with the requirements of the Declaration; and

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

ARTICLE VI MEMBERSHIP

Membership shall be as defined in the Declaration, and shall mean and refer to the record holder of fee title to a Unit or any portion thereof, its heirs, personal representatives, successors, and assigns. Members shall not include any Person holding an interest in a Unit merely as security for the payment of a debt or the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit located in the Subject Phase.

ARTICLE VII VOTING RIGHTS

The Corporation shall have two classes of voting membership, as further defined in the Declaration. The classes of voting for purposes of the Corporation are, as follows:

(A) Local Class A Members. The Local Class A Members shall be the Owners of Units within the Subject Phase, excluding Developer and Harris Family

Limited Partnership for so long as the Local Class B Member exists. The Local Class A Members shall not be entitled to vote at meetings of the Local Association until the Local Class B Member Termination Date. From and after the Local Class B Member Termination Date, each Local Class A Member shall be entitled to vote at meetings of the Local Association the vote(s) attributable to the Unit(s) owned by such Owner, determined pursuant to the provisions set forth on Exhibit B to the Master Declaration. Developer shall become a Local Class A Member to the extent Developer remains an Owner of one (1) or more Units within the Subject Phase after the Local Class B Member Termination Date.

(B) Local Class B Member. Developer and Harris Family Limited Partnership, by and through a designated representative selected by Developer, shall be the Local Class B Member, and shall be, anything in the Master or Supplemental Declaration or any amendment thereof to the contrary notwithstanding, the sole voting Member of the Local Association entitled to vote the collective voting power of the Local Association and all Property within the Subject Phase until the Local Class B Member Termination Date. The Local Class B Member shall cease to exist upon the earliest of the following events to occur (the "**Local Class B Member Termination Date**"): (i) neither Harris Family Limited Partnership nor Developer owns any Unit or any other portion of the Property; (ii) Developer informs the Board of the Master Association and the Local Board in writing that the Developer and Harris Family Limited Partnership no longer wish to exercise any rights as the Local Class B Member hereunder; or (iii) thirty (30) years have passed since the date the Master Declaration is recorded in the Ada County Recorder's Office.

When more than one person holds an interest in any Unit, all such persons shall be Members, but in no event shall more than one (1) vote be cast with respect to any Unit.

The Corporation shall exercise voting rights in the Master Association as further set forth in the Declaration.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of three (3) Directors, who need not be Members of the Corporation. The number of Directors may be changed by amendment of the Bylaws of the Corporation, but in no event shall the number be fewer 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:

Doug Fowler	6149 N. Meeker Place, Suite 150 Boise, ID 83713
Mildred Davis	6149 N. Meeker Place, Suite 150 Boise, ID 83713
Felicia Burkhalter	6149 N. Meeker Place, Suite 150 Boise, ID 83713

ARTICLE IX ASSESSMENTS

Each Member shall be liable for assessments as provided for in the Declaration and as set forth in the Bylaws of the Corporation.

ARTICLE X BYLAWS

Until the Class B Member Termination Date and Local Class B Member Termination Date, as defined in the Declaration, the Bylaws of the Corporation may be amended, modified, clarified, supplemented, restated, or added to (collectively, "amended") in a writing signed by the Directors only and attested by the Secretary of the Corporation. After the Class B Member Termination Date and Local Class B Member Termination Date, the Bylaws of the Corporation may be amended at any regular meeting, or any special meeting of the Corporation called for that purpose, by the affirmative votes of a majority of each class of Members. For the purpose of specifying in detail the rights, responsibilities, duties and obligations of the Board of Directors, the officers, employees and agents of the Corporation, and the Members for the payment of Assessments, the Bylaws may incorporate by reference the provisions of the Declaration.

ARTICLE XI DISSOLUTION

The Corporation may be dissolved at any regular meeting, or any special meeting of the Corporation called for that purpose, by the affirmative votes of not less than ninety percent (90%) of each class of Members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the real property and other assets of the Corporation shall be: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Corporation was created; or (ii) granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to such similar purposes; or (iii) distributed to the Owners of Units to be held by them as tenants in common in proportion to the number of Units within the Subject Phase. The determination of the liquidating distribution of the real property and other assets of the Corporation as provided above, shall be determined by vote of a majority of the Owners of Units as part of the Member vote on dissolution.

ARTICLE XII AMENDMENTS

Until the Class B Member Termination Date and Local Class B Member Termination Date, as defined in the Declaration, these Articles of Incorporation may be amended by an instrument signed by the Directors only and attested by the Secretary of the Corporation. Thereafter, amendment of these Articles of Incorporation may be made at any regular meeting, or any special meeting of the Corporation called for that purpose, by the affirmative votes of not less than three-fourths (3/4) of each class of Members and, if required by the Declaration, the consent of holders of first mortgages on Unit(s) who have requested of the Corporation in writing to provide them notice of proposed action which affects their interests.

Notwithstanding anything to the contrary contained herein, no amendment which is inconsistent with the provisions of the Declaration shall be valid.

**ARTICLE XIII
MEANING OF TERMS**

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are applied to such terms in the Declaration including, without limitation, "Articles", "Assessments", "Association," "Board," "Unit," "Bylaws," "Common Area," "Developer," "Member," "Owner" and "Property."

**ARTICLE XIII
CONFLICTING PROVISIONS**

If any of these Articles conflict with any provisions of the laws of the State of Idaho, such conflicting Articles shall be null and void upon final court determination to such effect, but all other Articles shall remain in full force and effect. In case of any conflict between the Bylaws and these Articles, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XV
INCORPORATION**

T. Hethe Clark, 251 E. Front Street, Suite 200, P.O. Box 639, Boise, Idaho 83701, shall be the incorporator of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of March, 2018.



T. Hethe Clark, Incorporator

IDAHO SECRETARY OF STATE

03/30/2018 05:00

CK:PREPAID CT:39360 BH:1635492

1@ 30.00 = 30.00 INC NONP #2

1@ 20.00 = 20.00 EXPEDITE C #3