

FILED EFFECTIVE

**ARTICLES OF INCORPORATION
OF
GRAND AVENUE HOMES CONDOMINIUM ASSOCIATION, INC.**

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**SECRETARY OF STATE
STATE OF IDAHO**

In compliance with the requirements of Title 30, Chapter 3, Idaho Code, and Title 55, Chapter 15, Idaho Code, the undersigned, who is a resident of Idaho and is of full age, has this day formed a corporation not for profit and does hereby certify:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation is Grand Avenue Homes Condominium Association, Inc., hereafter called the "**Association**" or the "**Corporation**."

**ARTICLE II
REGISTERED OFFICE**

The initial registered office of the Association is located at 1401 Shoreline Drive, Boise, Idaho 83702.

**ARTICLE III
REGISTERED AGENT**

Thomas M. Lay, whose address is 1401 Shoreline Drive, Boise, Idaho 83702, is hereby appointed the initial registered agent of the Association.

**ARTICLE IV
INCORPORATORS**

The name and address of the incorporator of the Association is Lauren Maiers Reynoldson, 251 E. Front Street, P.O. Box 639, Boise, Idaho 83701.

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

This Association is a nonprofit corporation. The specific purposes for which it is formed are to provide for maintenance and preservation of the residential Units and Common Area within the certain tracts of property commonly known as Grand Avenue Homes, and collectively platted as "Fifteenth Street Condominiums" and "Bungalow Nine Condominiums," and more particularly described as:

A parcel of land being Lots 19 through 24, Block 7, City Park Subdivision, located in the NE ¼ of Section 9, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho ("Fifteenth Street Condominiums"); and

A parcel of land being Lots 1 through 4, Block 7, City Park Subdivision, located in the NE ¼ of Section 7, Township 3 North, Range 2 East, Boise Meridian, Boise City, Ada County, Idaho ("Bungalow Nine Condominiums");

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and to promote the health, safety and welfare of the Owners and residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

- (a) Exercise all of the power and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Fifteenth Street Condominiums, and that certain Declaration of Covenants, Conditions and Restrictions for Bungalow Nine Condominiums (hereinafter collectively, the "Declaration"), applicable to the Property and recorded or to be recorded in the office of the Recorder, Ada County, Idaho, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length, and all capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Declaration;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or Assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property 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;
- (d) Borrow money, and with the assent of sixty-seven percent (67%) of each Class of Members of the Association, 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 of the Association. No such dedication or transfer shall be effective unless an instrument has been signed by sixty-seven percent (67%) of each Class of Members of the Association, agreeing to such dedication, sale or transfer;
- (f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of sixty-seven percent (67%) of each Class of Members; and
- (g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Idaho by law may now or hereafter have or exercise.

ARTICLE VI MEMBERSHIP

Every person who is a record owner of a fee or undivided fee interest in any Unit that is subject by covenants of record to Assessment by the Association, including contract sellers, 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. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to Assessment by the Association.

**ARTICLE VII
VOTING RIGHTS**

The Association shall have two Classes of voting membership.

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Unit owned, regardless of whether such Unit is located in the Fifteenth Street Condominiums or the Bungalow Nine Condominiums. When more than one person holds an interest in any Unit, all such persons or entities shall be Members of the Association. The vote for such Unit shall be exercised as the Owners of such Unit determine, but in no event shall more than one (1) vote be cast with respect to any Unit. Cumulative voting is not permitted.

Class B. The Class B Member of the Association shall be the Declarant, and shall be entitled to three (3) votes for each Unit owned by Declarant. The Class B Member shall cease and such membership shall be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when ninety percent (90%) of the Units have been conveyed by deed to Owners other than Declarant; or
- (b) on December 31, 2017.

**ARTICLE VIII
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Thomas M. Lay	1401 Shoreline Drive, Boise, Idaho 83702
Beatrice Black	1401 Shoreline Drive, Boise, Idaho 83702
Connie Barnes Friberg	1401 Shoreline Drive, Boise, Idaho 83702

At the first annual meeting, the Members shall elect one Director for a term of one (1) year, one Director for a term of two (2) years, and one Director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one Director for a term of three (3) years to replace the retiring Director.

**ARTICLE IX
DISSOLUTION**

The Association may be dissolved, either by unanimous written consent of all Members or by an alternative vote of not less than sixty-seven percent (67%) of each class of Members at a duly noticed meeting; provided there shall first have been obtained the express consent of the City of Boise City, a municipal corporation of the State of Idaho. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted exclusively to such similar purposes. No part of the monies, properties or assets of the Association, upon dissolution or otherwise, shall inure to

the benefit of any private person or individual or any member of the Association. Notwithstanding any other provisions of these Articles, the Association shall not carry on any other activities not permitted by an 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).

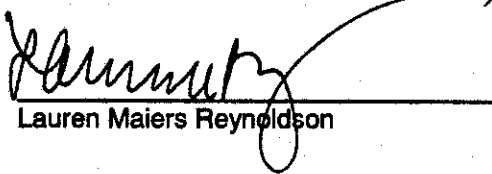
**ARTICLE X
DURATION**

The Corporation shall exist perpetually.

**ARTICLE XI
AMENDMENTS**

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership of the Association.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Idaho, I, the undersigned, the incorporator of this Association, have executed these Articles of Incorporation this 24th day of October, 2007.



Lauren Maiers Reynoldson