

State of Idaho

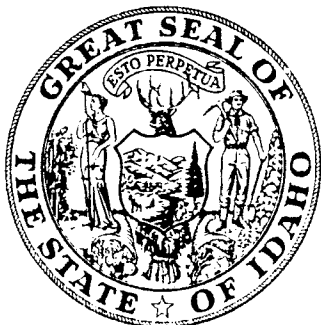
Department of State

CORPORATION REINSTATEMENT CERTIFICATE

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, do hereby certify that FIELDSTONE MEADOWS HOMEOWNERS ASSOCIATION, INC., file number C 102812, a corporation organized under the laws of the State of Idaho, forfeited its corporate powers or its right to do business in the State of Idaho on December 1, 1994.

I FURTHER CERTIFY That the corporation has on December 28, 1994, been reinstated on the records of this office, and that its corporate powers or its right to do business in the State of Idaho are hereby restored.

Dated: December 28, 1994



Pete T. Cenarrusa
SECRETARY OF STATE

By *Debbie Hainsworth*

State of Idaho

Department of State

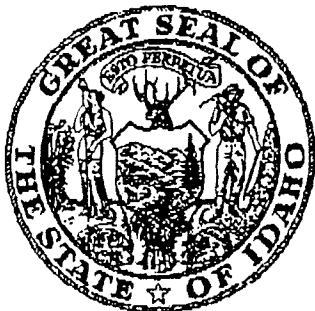
CERTIFICATE OF INCORPORATION OF

FIELDSTONE MEADOWS HOMEOWNERS 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 FIELDSTONE MEADOWS HOMEOWNERS 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: July 23, 1993



Pete T. Cenarrusa
SECRETARY OF STATE

By _____

MINUTES - FIELDSTONE MEADOWS HOMEOWNERS ASSOCIATION, INC.

Date: Wednesday, July 14, 1993

On July 14, 1993 a general meeting was held to review the Articles of Incorporation and to authorize the opening of the Homeowners checking account.

The authorized signer on the Homeowners account will be Lorann K. Willcox. No other signatures will be required on this account.

Meeting adjourned.



Gary L. Voigt, President

MASTER COPY

ARTICLES OF INCORPORATION

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OF

FIELDSTONE MEADOWS HOMEOWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, each being a natural person of full age and citizens of the United States of America, have voluntarily and do hereby associate ourselves together 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 3, Idaho Code and the acts amendatory and supplemental thereto. We do hereby certify, declare and adopt the following Articles of Incorporation.

ARTICLE I.

The name of the corporation is: Fieldstone Meadows Homeowners Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II.

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

ARTICLE III.

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

ARTICLE IV.

The location and address of the initial registered office of this corporation shall be 1277 East 17th, Idaho Falls, Idaho 83404. The initial registered agent of the Association at such address is Gary L. Voigt.

ARTICLE V.

The nature of the business and the object and purpose of this corporation shall be as follows:

1. To provide an association comprised of all owners of Lots located in "Sunnybrook Brook Farms Subdivision No. 5" and in all units of "Fieldstone Meadows Subdivision" (and all subsequently annexed properties) hereinafter called "the Subdivision", Ada County, Idaho, for the purposes of providing for the orderly development of the Subdivision, providing and maintaining common areas and related facilities, and protecting and enhancing the value, desirability and attractiveness of all

Subdivision properties. This corporation shall be the Homeowners Association defined in the Declaration of Covenants, Conditions, and Restrictions for the Subdivision (hereinafter referred to as the "Declaration") which Declaration was filed of record as Instrument No. _____ on _____, in the records of Ada County, State of Idaho. All of the words or terms which are capitalized herein shall have the same meaning and definition as contained in the definition section of the Declaration, which definitions are incorporated herein by this reference.

2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

3. To fix, levy, collect and enforce payment by any lawful means of 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 Common Area owned by the Association.

4. To 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.

5. To borrow money, and with the assent of two-thirds (2/3's) of each class of Members (that are present and voting) mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

6. To 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 or set forth in the Declaration.

7. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or to annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall comply with the requirements of the Declaration.

8. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Idaho Non-profit Corporation Act may by law now or thereafter have or exercise, subject only to limitations contained in the Bylaws and the Declaration and the amendments and supplements thereto. Provided, however, nothing herein contained shall be deemed to authorize or permit the Association to carry on any business for

profit or to exercise any power or to do any act that a corporation formed under the Idaho Non-profit Corporation Act, or any amendment thereto or substitute therefor, may not at that time lawfully carry on or do.

ARTICLE VI.

In no event shall any income or assets of the corporation be distributed to or inure to the benefit of any Member, director or officer hereof, either directly or indirectly, other than a bona fide expense in carrying out the instructions and directions of the Board of Directors and the Officers in order to accomplish and achieve the purposes and objectives of the corporation.

ARTICLE VII.

1. The corporation shall not issue any capital stock, but may issue membership certificates to each Member hereof, including Grantor, under the terms and conditions hereinafter set forth. Each Owner (including Grantor) of a Lot, by virtue of being such an Owner and for so long as he is such an Owner, shall be deemed a Member of the Association. The Association membership of each Owner (including Grantor) shall be appurtenant to said Lot and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said Lot shall operate automatically to transfer said membership to the new Owner thereof.

2. There shall be two classes of membership designated as Class A and Class B membership. Class A members shall originally be all Owners with the exception of Grantor, and shall be entitled to one vote for each Lot owned. Grantor shall become a Class A member with regard to Lots owned by Grantor upon the conversion of Grantor's Class B membership to Class A membership as provided hereinbelow. The Owner(s) of each Lot may, by notice to the Association, designate one person (who need not be an Owner) to exercise the vote for such Lot. Said designation shall be revocable at any time by notice to the Association by the Owner(s).

3. The Class B member shall be the Grantor who shall upon incorporation be entitled to five (5) votes for each Lot owned by the Grantor. The Class B membership shall cease and be converted to Class A membership on the earlier of the sale or other disposition of all Lots owned by Grantor in the Subdivision or on January 1, 2000.

4. Subject to the provisions as to mortgage protection contained in the Declaration, the Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the then Owners of Lots, plus Grantor (until Class B membership is terminated). Upon dissolu-

tion of the Association, other than incident to a merger or consolidation, the real property and other assets of the Association shall be either (a) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created; (b) granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to such similar purposes; or (c) distributed to the Owners of the Lots to be held by them as tenants in common in proportion to the number of the Lots within the subdivision.

5. These Articles may be altered or amended at any regular or special meeting of the Association, called for that purpose, by the affirmative vote of three-quarters of the votes of the Class A Members cast at such meeting, plus the written consent of the Class B Members (until the termination of the Class B membership).

ARTICLE VIII.

Each member shall be liable for payment for all regular, special and limited assessments provided for in the Declaration and for payment and discharge of the liabilities to the Association as provided for in the Declaration and as set forth in the Bylaws of the corporation.

ARTICLE IX.

The business and affairs of the Association shall be managed and controlled by the Board of Directors. The original Board of Directors shall be three (3); however, the Bylaws of the Association may provide for an increase or decrease in their number, provided that the number of directors shall not be greater than nine (9) nor less than three (3).

ARTICLE X.

1. Incorporators and Directors. The names and post office address of the incorporators and initial Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Gary L. Voigt	1277 East 17th Idaho Falls, ID 83404
Jake Conklin	7733 Emerald Street Boise, ID 83707
Lorann Willcox	7733 Emerald Street Boise, ID 83707

2. No Cumulative Voting. Cumulative voting for directors by the members is hereby denied.

3. Personal Liability. No member or any committee of the Association or the Architectural Committee or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Declarant or the architectural committee, any other committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

ARTICLE XI.

The Association shall indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association, against expenses (including attorney's fee), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, to the extent and under the circumstances permitted by the Idaho Business Corporation Act and the Idaho Non-Profit Corporation Act.

Such indemnification (unless ordered by a court) shall be made as authorized in a specific case upon a determination that indemnification of the director, officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standards of conduct set forth in the Idaho Business Corporation Act. Such determination shall be made (1) by a majority vote of a quorum of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable (or, even if obtainable, a quorum of disinterested directors so directs) by independent legal counsel in a written opinion, or (3) by the members.

The foregoing right of indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested directors or otherwise, and shall continue as to a person who has ceased to be a director, officer, committee member, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

IN WITNESS WHEREOF, we have hereunto set our hands and seal
this 13TH day of July, 1993.

Gary L. Voigt
GARY L. VOIGT

Jake T. Conklin
JAKE CONKLIN

Lorann Willcox
LORANN WILLCOX

STATE OF IDAHO)
) ss.
County of ADA)

On the 13TH day of July, in the year of 1993, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared GARY L. VOIGT, known or identified to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

R. S.
Notary Public for Idaho
Residing at BOISE
My commission expires: 6-14-94

(Seal)

ADA COUNTY, ID. FOR Jim Jones
J. DAVID NAVARETTE
RECORDER BY K. Larson
21.00

STATE OF IDAHO)
) ss.
County of Ada)

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On the 13TH day of July, in the year of 1993, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared JAKE CONKLIN, known or identified to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

RJC
Notary Public for Idaho
Residing at BOISE
My commission expires: 6-14-94

(Seal)

STATE OF IDAHO)
) ss.
County of Ada)

On the 13TH day of July, in the year of 1993, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared LORANN WILLCOX, known or identified to me to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

RJC
Notary Public for Idaho
Residing at BOISE
My commission expires: 6-14-94

(Seal)