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SECRETARY OF STATE
STATE OF IDAHO

**ARTICLES OF INCORPORATION
OF THE
COPPER CREEK HOMEOWNERS ASSOCIATION, INC.**

The undersigned, acting as the incorporator, under the Idaho Nonprofit Corporation Act ("Act"), hereby declares and adopts the following Articles of Incorporation ("Articles"):

**ARTICLE I
NAME AND NON-PROFIT**

The name of this corporation is COPPER CREEK HOMEOWNERS ASSOCIATION, INC., a not for profit corporation (the "Community Association" or the "Association").

**ARTICLE II
PURPOSES AND POWERS**

The Community Association is organized for the purpose of providing an entity for the operation of a residential planned development, located in Bannock County, Idaho.

For the accomplishment of its purposes, the Community Association shall have all of the common law and statutory powers and duties of a non-profit corporation under the Act. Except as limited or modified by these Articles, the Declaration or the By-Laws of this Community Association, and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Declaration as it may hereafter be amended including, but not limited to, the following:

(A) To levy and collect assessments against all Members of the Community Association to defray the costs, expenses and losses of the Community Association, and to use the proceeds of assessments in the exercise of its power and duties.

(B) To own, lease, maintain, repair, replace or operate the Common Areas.

(C) To purchase insurance upon the Common Areas for the protection of the Community Association and its members.

(D) To reconstruct improvements after casualty and to make further improvements of the Common Areas.

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(E) To make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Community Association.

(F) To sue and be sued, and to enforce the provisions of the Declaration, these Articles and the By-Laws of the Community Association.

(G) To contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Community Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the Members of the Community Association.

(H) To employ accountants, attorneys, architects or other professional personnel to perform the services required for proper operation of the Properties.

(I) To acquire, own and convey real property and to enter into agreements or acquire leaseholds, easements, and memberships or use interests in lands or facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Community, if they are intended to provide enjoyment, recreation or other use or benefit to the members.

(J) To borrow or raise money for any purposes of the Community Association; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Community Association.

(K) To be responsible in perpetuity for maintenance of the conservation areas, i.e., all preserved, restored, or created wetlands areas and uplands buffer zones; and to take action against owners, if necessary, to enforce the conditions of the conservation easements and permit issued by applicable governmental authorities.

(L) To be the responsible entity to operate and maintain the storm water management system as permitted by applicable governmental authorities, including but not limited to, all ponds, retention areas, culverts and related appurtenances.

Except as provided herein and in the Declaration, all funds and title to all property acquired by the Community Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the By-Laws.

ARTICLE III
DURATION

The Community Association shall have perpetual existence.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

The Community Association shall have members. The qualifications required for membership, and the manner in which members shall be admitted to membership, shall be as stated in the Declaration and/or the By-Laws of the Association. Each and every owner of a lot or living unit in this subdivision shall be a member of this Association. Membership in the Association shall be appurtenant to and may not be separated from ownership in any lot or living unit in the Community.

ARTICLE V
REGISTERED AGENT AND OFFICE

The street address of the initial registered office of this Community Association is 990 Yellowstone Ave., Pocatello, ID 83201. The name of the initial registered agent of this Community Association is James Brainard.

ARTICLE VI
BOARD OF DIRECTORS

The Board of Directors shall manage the affairs of the Community Association. The number of Directors shall initially consist of three (3) but may be increased pursuant to the By-Laws, and in no event shall there be fewer than three (3) in number. Directors shall be elected, or appointed to fill a vacancy, in accordance with the By-Laws of the Association.

ARTICLE VII
INITIAL DIRECTORS

The name and mailing address of the initial Board of Directors, who, subject to the By-Laws of the Community Association shall hold office for the first year of existence of this Community Association or until his or her successor is elected and has qualified, are:

NAME	ADDRESS
JAMES BRAINARD	990 Yellowstone Avenue Pocatello, Idaho 83201
SUSAN DEWEY	990 Yellowstone Avenue Pocatello, Idaho 83201
LYNDA EGGIMAN	990 Yellowstone Avenue Pocatello, Idaho 83201
ROBERT D. ELZNER	990 Yellowstone Avenue Pocatello, Idaho 83201
JAKE SCHLEY	990 Yellowstone Avenue Pocatello, Idaho 83201

ARTICLE VIII
ASSESSMENTS

Each Member shall be liable for the payment of the Assessments provided for in the Declaration and the By-Laws of the Community Association.

ARTICLE IX
INCORPORATOR

The name and address of the incorporator of this corporation is as follows:

NAME
James Brainard

ADDRESS
990 Yellowstone Ave.
Pocatello, ID 83201

ARTICLE X
BY-LAWS

By-Laws of the Community Association may be adopted, made, altered, amended or rescinded by the Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provision of these Articles. For the purposes of specifying in detail the rights, responsibilities, duties and obligations of the Board of Directors, the officers, employees and agents of the Community Association, and the Members for the payment of Assessments, the By-Laws may incorporate by reference the provisions of the Declaration.

ARTICLE XI
AMENDMENTS

Amendment to the Articles may be proposed by any Director at any regular or special business meeting of the Board of Directors at which a quorum is present and, if obtaining a two-thirds (2/3) vote of the Board of Directors present and voting at such meeting properly called and noticed as provided in the By-Laws, shall be submitted to a vote of the Members. If approved by a two-thirds (2/3) affirmative vote of the membership at a meeting of the members properly called and noticed as provided in the By-Laws, such amendment shall be forwarded to the Secretary of State of the State of Idaho and filed and shall become effective upon issuance, by said officer, of a certificate reflecting same.

ARTICLE XII

DISSOLUTION

The Community Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Community Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Community Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit association, trust or other organization to be devoted to such similar purposes.

ARTICLE XIII

INDEMNIFICATION

To the fullest extent permitted under the Act, the Community Association shall indemnify and hold harmless every Director and every officer, employee or agent of the Corporation against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him or her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he or she may be a party because of his or her being or having been a Director or officer, employee or agent of the Community Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication established that his or her actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interest of the Community Association, in a proceeding by or in the right of the Community Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer, employee or agent had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer, employee or agent derived an improper personal benefit.

(D) Wrongful conduct by Directors or officers, employees or agents appointed by the Developer, in a proceeding brought by or on behalf of the Community Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approved such settlement as being in the best interest of the Community Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

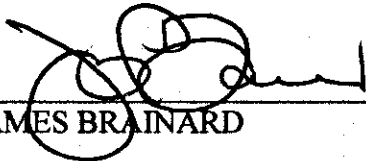
ARTICLE XIV
EXEMPTION

This Association is a non-profit corporation intended to be classified as a "Homeowners Association" under Section 528 of the Internal Revenue Code, as amended from time to time. As such, no part of the net earnings of the Association shall inure to the private benefit of its Members which are not in furtherance of the Association's purposes. For purposes of the exemption, the Association is organized and operated as a residential real estate management association to provide for the acquisition, construction, management, maintenances and care of property owned by the Association.

ARTICLE XV
MEANING OF TERMS

Except as otherwise defined herein, all the terms herein initiall capitalized shall have the same meanings as are applied to such terms in the Declaration, including, without limitation, Developer, Coventry, LLC.

IN WITNESS WHEREOF, I JAMES BRAINARD, being the incorporator of the Community Association, set my hand and seal this 6th day of SEPTEMBER, 2007.



JAMES BRAINARD