

FILED EFFECTIVE

ARTICLES OF INCORPORATION

IDAHO SECRETARY OF STATE

OF

2014 JUN -3 PM 4:23

06/06/2014 05:00

FRUITLAND MEDICAL OFFICE CONDOMINIUM ASSOCIATION, INC.

23987 CT:1626 BPRUTLAND MEDICAL OFFICE CONDOMINIUM ASSOCIATION, INC.
@ 30.00 = 30.00 INC NONP #2

KNOW ALL MEN BY THESE PRESENTS: The undersigned, for the purpose of forming a corporation under the laws of the State of Idaho, in compliance with the provisions of Title 30, Chapter 3, Idaho Code, does hereby certify, declare and adopt the following Articles of Incorporation.

ARTICLE 1
NAME

The name of the corporation is Fruitland Medical Office Condominium Association, Inc. (the "Association").

ARTICLE 2
NONPROFIT

The Association shall be a nonprofit, membership corporation.

ARTICLE 3
TERM

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

ARTICLE 4
REGISTERED OFFICE AND AGENT

The location and street address of the initial registered office of the Association shall be 1055 North Curtis Road, Boise, Idaho 83706 and Saint Alphonsus Medical Center - Ontario, Inc., is hereby appointed the initial registered agent of the Association.

ARTICLE 5
PURPOSES AND POWERS OF THE CORPORATION

5.1. The Association is formed as the management body for the Fruitland Medical Office Condominium as permitted by the provisions of the Idaho Condominium Property Act, Idaho Code Title 55, Chapter 15 (the "Condominium Act") and its powers are and shall be consistent with the provisions of the Condominium Act.

5.2. The nature of the business and the object and purposes of this Association shall be as follows:

5.2.1. The Association shall be the "Management Body" as defined in Section 55-1503, Idaho Code, and as provided for in the terms and conditions of that Condominium Declaration for Fruitland Medical Office Condominium (hereinafter referred to as the "Declaration") to be executed by Saint Alphonsus Diversified Care, Inc. an Idaho nonprofit corporation, which delegates and authorizes the Association to exercise certain functions as the Management Body. The Declaration shall be recorded in the Payette County Recorder's Office, State of Idaho, together with a certified copy of the Articles of Incorporation appended thereto. All of the words and terms which are initially capitalized herein shall

C202387

have the meanings and definitions ascribed to them in the Declaration, which definitions are incorporated herein by reference.

5.2.2. The Association shall have the power to have, exercise and enforce all rights and privileges, and to assume, incur, perform, carry out and discharge all duties, obligations and responsibilities of a Management Body as provided for in the Condominium Act, and in the Declaration, as amended from time to time. The Association shall have the power to adopt and enforce rules and regulations covering the use of the Project or Units therein, to levy and collect the Assessments and charges against the Owners and the Units themselves and in general to assume and perform all the functions to be assumed and performed by the Association as provided for in the Declaration. It shall have the power by resolution or vote to transfer, assign or delegate such duties, obligations or responsibilities to other persons or entities as permitted or provided for in the Condominium Act, the Declaration or in an agreement executed by the Association with respect thereto.

5.3. In addition to the foregoing, where not inconsistent with either the Condominium Act or Title 30, Idaho Code, the Association shall have all the general powers provided in Sections 30-3-24 and 30-3-25 Idaho Code, and as may be additionally provided in Sections 30-301, Idaho Code *et. seq.*

ARTICLE 6

MEMBERSHIP

6.1. Each member shall be entitled to receive a certificate of membership, which certificate shall state the number of votes the member is entitled to cast as a member of the Association.

6.2. There shall be one membership in the Association for each Owner as established by the Declaration. The members of the Association must be and remain Owners of a Condominium within the Building, and the Association shall include all Owners within the Building. If title to a Condominium is held by more than one person, the membership relating to that Condominium shall be shared by all such persons in the same proportionate interest and the same type of tenancy in which the title to the Condominium is held.

6.3. No person or entity other than an Owner may be a member of the Association. A member shall not assign or transfer the member's membership except in connection with the transfer or sale of a Condominium; provided, however, that the rights of membership may be assigned as further security for a loan secured by a lien on a Unit. Every person or entity who is an Owner of any Unit for which the Association has been or may be designated as the Management Body shall be required to be a member of the Association and remain a member so long as such person or entity shall retain the ownership of a Unit. Membership in the Association is declared to be appurtenant to the title of a Unit upon which such membership is based and automatically shall pass with the sale or transfer of the title of the Unit. Members, other than as specified in the Declaration, shall not have pre-emptive rights to purchase other memberships in the Association or other Units.

ARTICLE 7

VOTING RIGHTS

7.1. The voting rights of a member of the Association shall be determined by such member's percentage ownership interest in the Common Area of the Project described in the Declaration, as the term "Common Area" is defined therein; therefore, the voting rights of each member Owner will not in all cases be equal. The Condominium Map, as that term is defined in the Declaration, shall set forth the undivided percentage interest of each member in the Common Area.

7.2. Each member shall be entitled to the number of votes equal to the member's percentage of ownership in the Common Area.

7.3. The members of the Board of Directors shall be elected as provided in the Bylaws.

7.4. Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other qualified person or entity as described under Section 7.4 in the Declaration; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

ARTICLE 8

ASSESSMENTS, BY-LAWS AND AMENDMENTS

8.1. Each member shall be liable for the payment of Assessments and charges provided for in the Declaration and for the payment and discharge of the liabilities of the Association as provided for in the Declaration, the Condominium Act, and set forth in the Bylaws.

8.2. The Bylaws may be altered, amended, or new Bylaws adopted by any regular or special meeting of the Association called for the purpose by the affirmative vote of the membership of the Association holding two-thirds (2/3) of the voting power of the Association, but no such amendment shall be inconsistent with the provisions of the Declaration.

8.3. 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 Association and the members thereof, including the liability of the members for the payment of assessments, the Bylaws may incorporate by reference the provisions of the Declaration, provided that a true and correct copy of such Declaration is attached to and made part of the Bylaws of the Association.

ARTICLE 9

DISSOLUTION

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 three-fourths (3/4) of the voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, and otherwise in accordance with applicable statutory dissolution procedures, the assets of the Association shall be transferred to its Members as specified by the Board of Directors.

ARTICLE 10

BOARD OF DIRECTORS

The business and affairs of the Association shall be managed and controlled by a Board of Directors. The original Board of Directors shall be three (3) members; however, the Bylaws may provide for an increase in their number. The names and addresses of the Directors to serve until the first annual meeting of the Association are as follows:

<u>Name</u>	<u>Address</u>
Jennifer White	910 NW 16 th Street, Suite 205 Fruitland, Idaho 83619
Ben Jones	351 S.W. 9 th Street Ontario, Oregon 97914
Lannie Checketts	351 S.W. 9 th Street Ontario, Oregon 97914


ARTICLE 11
INITIAL INCORPORATOR

The name and address of the initial incorporator is as follows:


Saint Alphonsus Diversified Care, Inc.
1055 N. Curtis Road
Boise, Idaho 83706

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of June, 2014.

Saint Alphonsus Diversified Care, Inc., an Idaho
nonprofit corporation

By: 
Name: Sally E. Jeffcoat
Title: President and Chief Executive Officer of
Saint Alphonsus Health System, Inc., and
authorized signatory for Saint Alphonsus
Diversified Care, Inc.

Saint Alphonsus Diversified Care, Inc., an Idaho
nonprofit corporation

By: 
Name: Blaine Q. Petersen
Title: Chief Financial Officer of Saint
Alphonsus Health System, Inc., and authorized
signatory for Saint Alphonsus Diversified Care,
Inc.