

ARTICLES OF INCORPORATION

OF

Oct 29 4 47 PM '97

ALPHONSUS PARK NO. 1 CONDOMINIUM ASSOCIATION, INC.
STATE OF IDAHO

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 I

The name of the corporation is: **ALPHONSUS PARK NO. 1 CONDOMINIUM ASSOCIATION, INC. ("Association")**.

ARTICLE II NONPROFIT

The Association shall be a nonprofit, membership corporation.

ARTICLE III

TERM

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

ARTICLE IV
REGISTERED OFFICE AND AGENT

The location and street address of the initial registered office of the Association shall be c/o Saint Alphonsus Diversified Care, Inc., 1055 North Curtis Road, Boise, Idaho 83706, and Paul Fetrow is hereby appointed the initial registered agent of the Association.

ARTICLE V

PURPOSES AND POWERS OF THE CORPORATION

A. The Association is formed to be a Management Body for Alphonsus Park No. 1 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. 18/30/1997 09:00
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B. The nature of the business and the object and purpose of the Association shall be as follows: C121374

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 Alphonsus Park No. 1 (hereinafter referred to as the "Declaration") to be executed by SAINT ALPHONSUS DIVERSIFIED CARE, INC., an Idaho nonprofit corporation, which delegates and authorizes this Association to exercise certain functions as the Management Body. The Declaration shall be recorded in the Ada 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 have the meanings and definitions ascribed to them in the Declaration, which definitions are incorporated herein by reference.

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.

C. 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 Section 30-1-4, Idaho Code, and as may be additionally provided in Sections 30-301, *et. seq.*

ARTICLE VI **MEMBERSHIP**

A. 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.

B. 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.

C. No person or entity other than an Owner may be a member of the Association. A member shall not assign or transfer his 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 a 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 VII **VOTING RIGHTS**

A. 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 expressed in Grids.

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

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

D. 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 7.4.1.3 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.

E. The following sections of the Declaration dealing with specific voting requirements which require special action of the membership are incorporated hereby by reference: Sections 7, 14.3 and 16.1.

ARTICLE VIII **ASSESSMENTS, BY-LAWS AND AMENDMENTS**

A. 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.

B. 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.

C. 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 IX **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 voting interests. 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 dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X **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 five (5) 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>
Sandra B. Bruce,	1055 North Curtis Road Boise, Idaho 83706
Karl Kurtz,	1055 North Curtis Road Boise, Idaho 83706
Paul B. Fetrow,	1055 North Curtis Road Boise, Idaho 83706
Cindy Schamp,	1055 North Curtis Road Boise, Idaho 83706
Delray Maughan, M.D.	Suite 400 900 North Liberty Boise, Idaho 83706

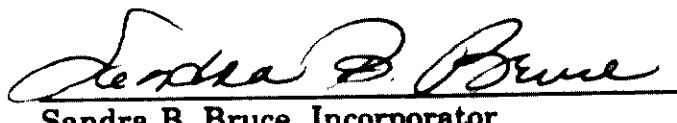
**ARTICLE XI
INITIAL INCORPORATOR**

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

Sandra B. Bruce **1055 North Curtis Rd.**
Boise, Idaho 83706

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day
of October, 1997.

SAINT ALPHONSUS DIVERSIFIED CARE, INC.
an Idaho nonprofit corporation



Sandra B. Bruce, Incorporator