

FILED EFFECTIVE

09 JUL -1 PM 4: 10

SECRETARY OF STATE  
STATE OF IDAHO

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION

OF

CABELLA CREEK HOMEOWNERS ASSOCIATION, INC.

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, being the President of the Cabella Creek Homeowners Association, Inc., an Idaho non-profit corporation (the "Association"), under and pursuant to the non-profit corporation laws of the State of Idaho, upon the consent of two-thirds (2/3) of the Class B Members of the Association, and in accordance with Article 10 of the Articles of Incorporation of the Cabella Creek Homeowners Association, Inc., filed with the Idaho Secretary of State on July 10, 2008 (the "Articles of Incorporation"), does hereby amend and restate the Articles of Incorporation as follows:

ARTICLE I  
NAME

The name of the corporation shall be the CABELLA CREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLE II  
TERM

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

ARTICLE III  
NON-PROFIT

The Association shall be a non-profit, membership corporation.

ARTICLE IV  
REGISTERED AGENT

The location and street address of the initial registered office of the Association shall be 1025 S. Bridgeway Place, Suite 280, Eagle, Idaho 83616, and Thomas M. Coleman, Jr. is hereby appointed the initial registered agent of the Association.

IDAHO SECRETARY OF STATE  
07/01/2009 05:00  
CK: 7738 CT: 1626 MH: 1177238  
1 @ 30.00 = 30.00 AMEND PROF # 2

C179306

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07/01/2009 05:00  
CK: 7738 CT: 1626 IN: 1177230  
1 @ 30.00 = 30.00 AMEND-PROF # 2

C179306

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

The Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which the Association is formed are to provide for certain regulations of the use of the Lots in the Property and to exercise all of the powers and privileges and perform all of the Association's duties and obligations as set forth in the Declaration of Covenants, Conditions and Restrictions for Cabella Creek Subdivision, recorded in the official records of Ada County, Idaho, on June 29, 2009, as Instrument No. 109076184, and within any amendments or supplements thereto (collectively, the "Declaration"), and the Project Documents identified therein including, without limitation, the following powers:

(a) Fix, levy, collect and enforce payment by any lawful means of all charges or Assessments pursuant to the terms of the Declaration and all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;

(b) 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;

(c) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation or annexation shall comply with the requirements of the Declaration; and

(e) Have and exercise any and all powers, rights and privileges which a corporation organized under the Idaho Nonprofit Corporation Act may by law now or hereafter have or exercise, subject only to limitations contained in the Bylaws, the Declaration, and the Project Documents.

**ARTICLE VI**  
**MEMBERSHIP**

During the existence of this corporation, every Owner of a Lot in the Property, including Grantor, shall be a Member of the Association. No Owner of a Lot in the Property shall have more than one (1) membership in the Association for each Lot owned.

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## ARTICLE VII VOTING RIGHTS

The Association shall have two (2) classes of memberships:

(a) Class A Members. Class A Members shall be the Owners of Lots within the Property, excluding Grantor for so long as Grantor is the Class B Member. The Class A Members shall not be entitled to vote until the Class B Member Termination Date (defined below). Upon the Class B Member Termination Date, at all meetings of the Association each Class A Member will be entitled to one (1) vote for each Lot within the Property owned by such Member. Upon the Class B Member Termination Date, to the extent Grantor owns a Lot within the Property, Grantor shall become a Class A Member and shall be entitled to one (1) vote for each Lot owned by Grantor within the Property.

(b) Class B Member. Grantor, by and through Grantor's designated representative (hereinafter "Grantor's Delegate"), shall be the Class B Member, and shall be the sole voting member of the Association entitled to vote the collective voting power of the Property until the Class B Member Termination Date. The Class B Member shall cease to be a voting Member in the Association upon the earlier to occur of the following: (i) the date upon which Grantor no longer owns any Lot within the Property; (ii) the date Grantor informs the Association in writing that Grantor no longer wishes to exercise its rights as the Class B Member, or (iii) the date that is seven (7) years from the date the first Lot within the Property is conveyed by Grantor. The date on which the Class B Member ceases to be a voting Member because of the occurrence of one of the above events may be referred to herein as the "Class B Member Termination Date."

## ARTICLE VIII BOARD OF DIRECTORS

The affairs of the Association shall be controlled by the Board of Directors (individually "Directors") to carry out all of the powers and duties of the Association as set forth herein, and shall be selected as follows:

(a) Selection of Directors Prior to Class B Member Termination Date. Until the Class B Member Termination Date, the Board shall consist of not less than three (3) Directors nor more than seven (7) Directors appointed by the Class B Member in the Class B Member's discretion. The Class B Member shall have the right to remove and replace any Director, with or without cause, in the Class B Member's discretion.

(b) Selection of Board After the Class B Member Termination Date. Subsequent to the Class B Member Termination Date, the Board shall be elected by a majority vote of the Members present at the annual meeting, or a special meeting held for such purpose, at which a quorum is present. The number of Directors within the range set forth in subsection (a) above shall be established by resolution of the Board. The number of Directors outside the range

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(b) **Class B Member.** Grantor, by and through Grantor's designated representative (hereinafter "Grantor's Delegate"), shall be the Class B Member, and shall be the sole voting member of the Association entitled to vote the collective voting power of the Property until the Class B Member Termination Date. The Class B Member shall cease to be a voting Member in the Association upon the earlier to occur of the following: (i) the date upon which Grantor no longer owns any Lot within the Property; (ii) the date Grantor informs the Association in writing that Grantor no longer wishes to exercise its rights as the Class B Member, or (iii) the date that is seven (7) years from the date the first Lot within the Property is conveyed by Grantor. The date on which the Class B Member ceases to be a voting Member because of the occurrence of one of the above events may be referred to herein as the "Class B Member Termination Date."

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set forth in subsection (a) above may be changed by amendment of the Bylaws of the Association, but in no event shall the number be less than three (3).

The names and addresses of the Persons who are to act in the capacity of Directors until the selection of their successors are as follows:

Thomas M. Coleman, Jr.      1025 S. Bridgeway Place, Suite 280  
Eagle, Idaho 83616

Susan Stanley                1025 S. Bridgeway Place, Suite 280  
Eagle, Idaho 83616

Christine Allen              1025 S. Bridgeway Place, Suite 280  
Eagle, Idaho 83616

#### **ARTICLE IX** **ASSESSMENTS**

Each Member shall be liable for the payment of Assessments pursuant to the Declaration and as set forth in the Bylaws of the Association.

#### **ARTICLE X** **BYLAWS**

The Bylaws of this Association may be altered, amended, or new Bylaws adopted at any regular meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of more than fifty percent (50%) of the total voting power of the Association. 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 for the payment of Assessments, the Bylaws may incorporate by reference the provisions of the Declaration.

#### **ARTICLE XI** **DISSOLUTION**

The Association shall only be dissolved at a regular meeting, or a special meeting of the Association called for that purpose, by the affirmative votes of no less than two-thirds (2/3) of the total voting power of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the real property and other assets of the Association shall be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created; or (ii) granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to such similar purposes. Notwithstanding any other provisions of these Articles, the Association shall not carry on any other activities not permitted by any organization exempt from federal income tax under

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Section 528 of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States internal revenue law).

**ARTICLE XII**  
**AMENDMENTS**

Amendment of these Articles of Incorporation may be made at any regular meeting, or any special meeting of the Association called for that purpose, by the affirmative vote of more than two-thirds (2/3) of the total voting power of the Association as cast by the Members, and, if required by the Declaration, the consent of holders of first mortgages on Lot(s) who have requested in writing that the Association provide them notice of proposed actions which affect their interests. No amendment which is inconsistent with the provisions of the Declaration or the Project Documents shall be valid.

**ARTICLE XIII**  
**MEANING OF TERMS**

Except as otherwise defined herein, all terms appearing herein initially capitalized shall have the same meanings as are ascribed to such terms in the Declaration.

**ARTICLE XIV**  
**INCORPORATION**

Thomas M. Coleman, Jr. shall be the incorporator of the Association.

[End of Text]

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IN WITNESS WHEREOF, I have hereunto set my hand and seal effective this 29<sup>th</sup> day  
of June, 2009.



Thomas M. Coleman, Jr., President and  
Incorporator / Registered Agent

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