State of Idaho

Department of State

CERTIFICATE OF INCORPORATION OF

PINTAIL LANE 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 PINTAIL LANE 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: March 8, 1993



Pite OF Cenavrusa SECRETARY OF STATE

By Daline Lylon

SEOURE STATE

FEB 25 | 31 PH '93 SEURETARY OF STATE

193 MAR PINTAIL LANE HOMEOWNERS ASSOICATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned all being citizens of the United States of American and of full age, have this day voluntarily associated ourselves together for the purpose of forming a non-profit corporation without capitol stock, under the laws of the State of Idaho, Title 30, Section 301 et seq., and do hereby mutually agree to adopt the following Articles of Incorporation, to wit:

ARTICLE 1

NAME OF ASSOCIATION

The Association shall be known as and conduct business under the name and title of "PINTAIL LANE HOME OWNERS ASSOCIATION, INC.". It is hereinafter referred to as "Association".

ARTICLE 2

LEGAL DESCRIPTION OF AREA OF APPLICATION

1. The area of application shall be all of the parcels described on the Attached Exhibit A which exhibit is incorporated herein as set forth herein which said parcels are 10040 SECRETARY OF STATE located in Canyon County, Idaho.

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2. One parcel of land described on the Attached Exhibit A to wit: Parcel A 6, consist of a roadway known as Pintail Lane, which said roadway shall be owned, built, maintained and repaired by the association for the use of members of the association and other persons lawfully owned said road.

ARTICLE 3

PURPOSE OF THE ASSOCIATION

- 1. The purpose of the Association shall be to conduct the business of the PINTAIL LANE HOME OWNERS ASSOCIATION, INC., pertaining to the restrictions, covenants and the property described on the attached Exhibit A, including the following:
 - a. the mutual and beneficial use of the land;
 - b. the quality and harmony of external design of structures;
- c. the construction, maintenance and repair of a certain roadway belonging to the association which is used in common by its members.
- d. to perform any lawful act necessary or advisable in the furtherance of the Association and permitted by non-profit corporations.

ARTICLE 4

MEMBERS OF THE ASSOCIATION

SECTION 1. MEMBERS

The membership of the Association shall consist of all property owners owning all or any property described on the attached Exhibit A.

That each person, including spouses or entities which is a record owner of the fee or undivided fee interest in any lot, parcel described on the attached Exhibit A or is purchasing the same under a contract of sale is a member of the Association: however, the foregoing is not intended to include person or entities who own interest merely as security for the purpose for the performance of an obligation.

Membership and voting shares in the Association shall be appurtenant to each lot above described, and no such membership or share shall be separated or severed from the land to which it is appurtenant or sold or transferred separate and apart from said land, and the ownership of a lot described herein shall be determinative of the rights to exercise the powers of membership in the Association, within such limitations as are herein provided for, and such membership and voting rights shall pass and inure to the benefit of any person who shall become the owner of any lot described herein. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

The Association shall be the body charged with the overall management, operation and supervision of the properties of the Association, and each lot owner delegates full authority to the Association for this purpose.

SECTION 2. VOTING PRIVILEGES

Each member shall have one vote for each lot owned. If there is more than one owner of a lot, one of the owners shall be designated and recognized as the person entitled to vote such membership. If the parties cannot agree as to which person shall be entitled to vote, or if there is a tie vote, the dispute will be handled by the President of the Association by the toss of a coin.

ARTICLE 5

NON-PROFIT ASSOCATION

SECTION 1. NON-PROFIT

This Association is a non-profit corporation and no dividends or pecuniary profits shall be declared to the members thereof.

DURATION

The duration of this corporation shall be perpetual.

ARTICLE 7

DIRECTORS AND OFFICERS

SECTION 1. AFFAIRS

The affairs of the Association shall be managed by the Board Directors of not more than three (3) members, all of whom shall be members in good standing of the Association. The number, qualifications, term of office, manner of election, powers and duties of directors shall be as may be prescribed by law, these Articles and such by-laws as from time to time may be adopted. The initial directors of the Association are:

NAME

ADDRESS

LAUREL GREEN 4104 TIO LANE NAMPA, ID. 83686

WENDIE GREEN 902 CLARK AVE Nampa, ID 83651

TERRY BENNET 3124 COLLEGE AVE, CALDWELL, ID.

83605

SECTION 2. SUCCESSORS

The initial Board of Directors shall serve until their successors have been elected and qualified.

SECTION 3. APPOINTMENT OF OFFICERS

The Board of Directors shall appoint a minimum of three (3) officers. A President, Vice President and Secretary-Treasurer and as many officers and agents as they may deem necessary to conduct the business of the Association. The officers and agent may, or may not, be members of the Association or the Board of Directors.

SECTION 4. ADDRESS OF CORPORATION

The street address of the initial registered office of the Association and the name of its initial registered agent at such street address is 4104 Tio Lane, Nampa, Idaho 83686.

ARTICLE 8

ASSESSMENTS OF MEMBERS

- 1. The Association shall have the power to suspend either the membership or the voting rights, or both, of any member for such periods of time as his payment assessment and/or other bills that have been fixed as proper accounts payable by the association are not paid; and the right to use the roadway can be suspended and shut off when said assessment bills are not timely paid and said service shall be restored promptly upon payment of such assessments or bills.
- 2. Each owner of a lot or parcel on the attached in Exhibit A hereby, and hereafter, by acceptance of a deed of property in the said Exhibit "A", covenants and agrees to pay when due all regular and special assessments as may be charged by the Association from time to time. All such assessments together with interest, costs and attorney's fees which may be incurred in collecting assessments shall be a charge on the land and shall be continuing lien upon each lot or other property owned by an owner against which each such assessment is made, and shall also be the personal obligation of the owner of each parcel of real property or lot at the time when the assessment became due and payable. No owner may waive or otherwise avoid liability for any assessment of any property by abandonment of his or her lot. Regular and special assessments shall be made by the Association at times and intervals deemed appropriate by the Board of Directors of the Association. All assessments shall be fixed at a uniform rate for all of the owners subject thereto.

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- 3. The right collect and enforce payment of the assessments made by the Association is vested in the Association. Each owner of a parcel of real property described on the attached Exhibit A hereby agrees to the enforcement of the payment of all assessments in the manner as herein provided or as otherwise provided by Idaho law. Each owner agrees to pay the reasonable court costs and attorney's fees incurred in the collection of all assessments due hereunder. The Association may either foreclose its lien as herein provided or it may institute a suit to recover a money judgment for any unpaid assessments and cost without foreclosing or waiving the lien.
- 4. There is hereby created a continuing claim of lien with power of sale on each and every lot to secure payment of any and all assessments levied against any or all lots and other real property described on the attached Exhibit A pursuant to these articles, together with interest thereon at the rate of 12% per annum if not paid when due and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees and court costs.. The liens shall be prior and superior to all other liens or claims created subsequent to the recording of a claim of lien except only for valid tax and special assessment liens on lots in favor of any governmental unit or assessing authority and any liens for sums unpaid and secured by a first mortgage or first deed of trust duly recorded with the County Recorder prior to the assessment lien being recorded including all unpaid obligatory advances pursuant to such first mortgage or first deed of trust and secured by the lien thereof in accordance with the terms of such instrument. All other lienholders acquiring liens on any lot after the recording of these covenants shall be deemed to consent that such liens shall be inferior liens to the lien for assessments levied by the Association whether or not such consent is specifically set forth in the instruments creating such liens.
- 5. Assessments of the Association shall be fixed in amount by a majority vote of the members.

COMMITTEES

- 1. The committees of the PINTAIL LANE HOMEOWNERS ASSOCIATION, INC. follows:
 - a. The Architectural Control Committee

- b. The Roadway Committee
- 2. Such additional committees as may be desirable may be created and appointed by the members of the Association.
 - 3. Members of the committees shall be appointed by vote of the members.

INDEMNIFICATION OF BOARD MEMBERS

- 1. Each member of the Board of Directors of the Association, its officers, and each member of any committee of the Association shall be indemnified by the owners of the lots or parcels against all expenses and liabilities, including attorney's fees and costs, reasonably incurred by or imposed in connection with any proceeding to which any member may be a party, or in which any member may be involved by reason of being, or having been a member of the Board of Directors or an officer of the Association or of any committee of the association, or any settlement thereof, whether or not such person is actually a member of any such board or committee or any officer at the time of such expense or liability is incurred, except in such cases where such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties.
- 2. Invalidation of any of these articles by judgment or court order shall no wise effect any other provision, which shall remain in full force and effect.

ARTICLE 11

ENFORCEMENT

1. The Association, or any owner or the owner of any recorded mortgage or Deed of Trust upon any part of said premises referred to in this agreement shall have the right to enforce, by any proceeding law or inequity, all restrictions, conditions, reservations, liens, and charges now or hereafter imposed by the provisions of these

articles and or by any restrictive protective convenants relating to the lots and parcels described on the attached Exhibit A. Failure of the Association, or any owner to enforce any restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 12

NAMES OF INCORPORATORS

1. The names and addresses of the incorporators of this Association are as follows:

NAME

ADDRESS

LAUREL GREEN 4104 TO LN, NAMPA, ID 83686
WENDIE GREEN 902 CLARK AVE NAMPA, ID 83651
TERRY BENNETT \$124 Course Ave, ORIDWELL, ID 83605

ARTICLE 13

AMENDMENTS

The Association reserves a right to amend, alter, change or appeal any provisions contained in these Articles of Incorporation in the manner, now, or hereafter prescribed by law, by two-thirds vote of the members present at any meeting duly called for that purpose.

BY-LAWS

All other provisions for conducting the business and affairs of the Association, including meetings, other rights and privileges and liabilities of membership, shall be set forth in the By-Laws of the Association.

DATE:

This <u>22</u> day of <u>FEB</u>, 1993.

LAUREL GREEN

WENDIE GREEN

TERRY BENNETT

STATE OF IDAHO)	
)	SS:
COUNTY OF Canyon)	

On this 22 day of Forwary, 1993, before me a Notary Public, in and for said State, personally appeared LAUREL GREEN known or identified to me to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed the same.

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

Notary Public for State of Idaho

Residing at: Middleton

Commission Expires: 9-27-95

STATE OF IDAHO)	
0)	SS
COUNTY OF Canyon)	

On this 22 day of February, 1993, before me a Notary Public, in and for said State, personally appeared WENDIE GREEN known or identified to me to be the person whose name is subscribed to the within instrument and acknowledge to me that she executed the same.

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

Notary Public for State of Idaho
Residing at: Moderation
Commission Expires: 9-27-95

STATE OF IDAHO)	
)	SS
COUNTY OF Canyon)	

On this 22 day of Frbruary, 1993, before me a Notary Public, in and for said State, personally appeared TERRY BENNETT known or identified to me to be the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same.

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

Notary Public for State of To Residing at: Whole London Commission Expires: 9-27-45



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J-U-B ENGINEERS, Inc. ENGINEERS • SURVEYORS • PLANNERS

212 Tenth Avenue South Nampa, iD 83651 208/467-5252 FAX: 208/467-6831

EXHIBIT "A" PARCEL A

DESCRIPTION FOR LUAREL GREEN PARCEL A

IN THE NE 1/4 OF THE NW 1/4 OF SECTION 9, T.2N., R.2W., B.M. CANYON COUNTY, IDAHO.

A portion of the NE 1/4 of the NW 1/4 of the NW 1/4 of Section 9, T.2N., R.2W., B.M., Canyon County, Idaho, More particularly described as follows:

Commencing at the Southwest corner of the NE 1/4 of the NW 1/4 of Section 9. T.2N., R.2W., B.M. and running N.OO'08'40" E. 417.70 feet along the Westerly boundary of said NE 1/4 of the NW 1/4 of Section 9 to THE TRUE POINT OF

thence continuing N.00'08'40" E. 182.88 feet along the said Westerly boundary of the NE 1/4 of the NH 1/4 of Section 9 to a point;

thence S.89'58'09" E. 141.00 feet along a line parallel with and 61.00 feet of Section 9 to an iron pin;

thence S.00'08'40" W. 182.81 feet along a line parallel with the said Westerly boundary of the NE 1/4 of the NW 1/4 of Section 9 to an iron pin;

thence N.89°59°50" W. 141.00 feet along a line parallel with the Southerly boundary of the said NE 1/4 of the NW 1/4 of Section 9 to the point of beginning:

Containing 0.592 acres, more or less

SUBJECT TO: Existing rights of way and easements of record and/or appearing on said above described parcel.

J-U-B ENGINEERS Inc.

Dennis A. King, P.L.S.





J-U-B ENGINEERS, Inc. ENGINEERS - SURVEYORS - PLANNERS

212 Tenih Avenue Bouth Nampa, ID 63651 208/467-6252 FAX: 208/467-6631

EXHIBIT "A" PARCEL B

DESCRIPTION FOR LAUREL GREEN PARCEL B

IN THE NE 1/4 OF THE NW 1/4 OF SECTION 9, T.2M., R.2W., B.M. CANYON COUNTY, IDAHO

A portion of the NE 1/4 of the NW 1/4 of Section 9, T.2N., R.2W., B.M., Canyon County, Idaho, more particularly described by metes and bounds as follows:

Commencing at the Southwest corner of the NE 1/4 of the NW 1/4 of Section 9, T.2N., R.2W., B.M. and running N.00'08'40" E. 600.58 feet along the Westerly boundary of said NE 1/4 of the NW 1/4 of Section 9 to a point;

thence 8.89°58'09" E. 141.00 feet along a line parallel with and 61.00 feet Southerly from the Northerly boundary of the S 1/2 of the NE 1/4 of the NW 1/4 of Section 9, to an iron pin said pin being THE TRUE POINT OF BEGINNING;

thence continuing S.89'58'09" E. 156.25 feet to an iron pin, said pin being a point of curve;

thence Southwesterly 44.04 feet along a curve to the right having a radius of 28.00 feet, tangents of 28.05 feet, a deflection angle of 90°05'49", and whose long chord bears 5.44°54'44" E. 39.64 feet to an iron pin, said pin being a point of tangent;

thence S.00'08'40" W. 154.67 feet along a line parallel with the said Westerly boundary of the NE 1/4 of the NW 1/4 of Section 9 to an iron pin;

thence N.89'59'50" W. 184,32 feet along a line parallel with the Southerly

boundary of the said NE 1/4 of the NW 1/4 of Section 9 to an iron pin;

thence N.00°08'40" E. 182.81 feet along a line parallel with the said Westerly boundary of the NE 1/4 of the NW 1/4 of Section 9, to the point of beginning;

Containing 0.770 acres, more or less.

SUBJECT TO: Existing right of way and Easements of record and/or appearing on said above described parcel.



Dennis A. King, P.L.S.



J-U-B ENGINEERS, inc. ENGINEERS - BURVEYORS - PLANNERS

212 Tenth Avenue South Nampa, ID 83651 208/467-5252 FAX: 208/467-6831

EXHIBIT "A" PARCEL C

DESCRIPTION FOR LAUREL ORBEN PARCEL C

IN THE NE 1/4 OF THE NW 1/4, SECTION 9, T.2N., R2W., B.M. CANYON COUNTY, IDAHO

A portion of the NE 1/4 of the NW 1/4 of Section 9, T.2N., R.2W., B.M., Canyon County, Idaho more particularly described as follows:

Commencing at the S.W. corner of the NE 1/4 of the NW 1/4 of Section 9. T.2N., R.2W., B.M., Canyon County, Idaho, and running N. 00°08'40" E. 417.70 feet along the Westerly boundary of said NE 1/4 of the NW 1/4 of Section 9. to a

thence S.89°59'50" E. 183.00 feet along a line parallel with the Southerly boundary of the said NE 1/4 of the NW 1/4 of Section 9 to an iron pin, said point being THE TRUE POINT OF BEGINNING;

thence continuing S.89'59'50" E. 142.32 feet to an iron pin:

thence S.0'08'40" W. 109.42 feet a long a line parallel with the said Westerly boundary of the NE 1/4 of the NW 1/4 of Section 9 to an iron pin marking

thence Southwesterly 27.59 feet along a curve to the right having a radius of 28.00 feet, tangents of 15.03 feet, a Deflection angle of 56'27'08" and whose long chord bears 5.28'22'14" W. 26.49 feet to an iron pin marking a point of reverse curve;

thence Southerly 122.59 feet along a curve to the left having a radius of 48.00 feet, tangents of 159.25 feet, a deflection angle of 146°27'08" and whose long chord bears S.16'37'46" E. 91.92 feet to an iron pin:

thence N.89'59'50" W. 156.32 feet along a line parallel with and 196.91 feet Northerly from the said Southerly boundary of the NE 1/4 of the NH 1/4 of Section

thence N.00'08'40" E. 220.79 feet along a line parallel with the said Westerly boundary of the NE 1/4 of the NW 1/4 of Section 9 to the point of

Containing 0.668 acres more or less

SUBJECT TO: Existing rights of way and easements of record and/or appearing on said above described parcel.

Prepared by

Q-U-B ENCINEERS



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J-U-B ENGINEERS, Inc. ENGINEERS SURVEYORS - PLANNERS

212 Tenth Avenue South Nampa, ID 83651 208/467-6252 FAX: 208/467-6631

EXHIBIT "A" PARCEL D DESCRIPTION FOR LAUREL GREEN PARCEL D

IN THE NE 1/4 OF THE NW 1/4, SECTION 9, T.2N., R.2W., B.M. CANYON COUNTY, IDAHO

A portion of the NE 1/4 of the NW 1/4 of Section 9, T.2N., R.2W., B.M., Canyon County, Idaho more particularly described as follows:

Commencing at the S.W. corner of the NE 1/4 of the NW 1/4 of Section 9, T.2N., R.2W., B.M., Canyon County, Idaho, and Running N.00°08'40" E. 628.58 feet along the Westerly boundary of said NE 1/4 of the NW 1/4 of Section 9 to a point;

thence S.89'58'09" E. 353.32 feet along a line parallel with and 33.00 feet Southerly from the Northerly boundary of the SW 1/4 of the NE 1/4 of the NW 1/4 of said Section 9 to an iron pin, said point being THE TRUE POINT OF BEGINNING;

thence continuing S.89'58'09" E. 309.36 feet along a line parallel with and 33.00 feet Southerly from the Northerly boundary of the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 9 to an iron pin on the Easterly boundary thereof;

thence S.00'08'50" W. 431.35 feet along the said Easterly boundary of the

SW 1/4 of the NE 1/4 of the NW 1/4 of Section 9 to an iron pin;

thence N.89'59'50" W. 323.34 feet along a line parallel with and 196.91 feet Northerly from the Southerly boundary of the said NE 1/4 of the NW 1/4 of Section 9 to an iron pin marking a point of curve;

thence Northeasterly 122.69 feet along a curve to the left having a radius of 48.00 feet, tangents of 159.25 feet, a deflection angle of 146°27'08" and whose long chord bears N.16°55'06" E. 91.92 feet to an iron pin marking a point of reverse curve;

thence Northwesterly 27.59 feet along a curve to the right having a radius of 28.00 feet, tangents of 15.03 feet, a deflection angle of 55°27'08" and whose long cord bears N.28'04'54" W. 26.49 feet to an iron pin marking a point of tangent;

thence N.00'08'40" E. 320.20 feet along a line parallel with the said Westerly boundary of the NE 1/4 of the NW 1/4 of Section 9 to the point of beginning;

Containing 3.010 acres, more or less

SUBJECT TO: Existing rights of way and easements of record and/or appearing on said above described parcel.

Prepared by

J-U-B ENGINEERS, Inc.

Dennis A. King, P.L.S.



EXHIBIT "A" PARCEL A-6

J-U-B ENGINEERS, Inc. ENGINEERS · SURVEYORS · PLANNERS

212 Tenth Avenue South Nampa, ID 83651

> 208/487-5252 FAX: 208/467-6831

DESCRIPTION FOR LAUREL GREEN ROAD RIGHT OF WAY

IN THE NE 1/4 OF THE NW 1/4, SECTION 9, T.2N., R2W., B.M., CANYON COUNTY, IDAHO

A portion of the NE 1/4 of the NW 1/4 of Section 9, T.2N., R.2W., B.M., Canyon County, Idaho, more particularly described as follows:

Commencing at the S.W. corner of the NE 1/4 of the NW 1/4 of Section 9. T.2N., R.2W., B.M., Canyon County, Idaho, and running N.00'08'40" E. 600.58 feet along the Westerly boundary of said NE 1/4 of the NW 1/4 of Section 9 to a point. said point being THE TRUE POINT OF BEGINNING:

thence continuing N.00°08'40" E. 28.00 feet along said Westerly boundary of the NE 1/4 of the NW 1/4 of Section 9 to a point:

thence \$.89'58'09" E. 353.32 feet along a line parallel with and 33.00 feet Southerly from the Northerly boundary of the S 1/2 of the NE 1/4 of the NW 1/4 of Section 9 to an iron pin;

thence \$.00'08'40" H. 320.20 feet to a point of curve;

thence Southeasterly 27.59 feet along a curve to the left having a radius of 28.00 feet, Tangents of 15.03 feet, a deflection angle of 56'27'08" and whose long chord bears S.28°04'54" E. 26.49 feet to a point of reverse curve;

thence Southerly 245.35 feet along a curve to the right having a radius of 48.00 feet, a deflection angle of 292'54'16" and whose long chord bears

N.89'51'20" W. 53.05 feet to a point of reverse curve;

thence Northeasterly 27.59 feet along a curve to the left having a radius of 28.00 feet, tangents of 15.03 feet, a deflection angle of 56'27'08" and whose long chord bears N.28'22'14" E. 26.49 feet to a point of tangent;

thence N.00'08'40" E. 264.09 feet to a point of curve:

thence Northwesterly 44.04 feet along a curve to the left having a radius of 28.00 feet, tangents of 28.06 feet, a deflection angle of 90°05'49" and whose long chord bears N.44'54'44" W. 39.64 feet to a point of tangent;

thence N.89"58'09" W. 297.26 feet to the point of beginning;

containing 0.43 acres, more or less

SUBJECT TO: existing rights of way and easements of record and/or appearing on said above described parcel.

Prepared by

Dennis A.