

ARTICLES OF INCORPORATION
OF
AVIMOR STEWARDSHIP ORGANIZATION, INC.

FILED EFFECTIVE

07 OCT 29 AM 10:35

SECRETARY OF STATE
STATE OF IDAHO

The undersigned, in order to form a nonprofit corporation under the provisions of Title 30, Chapter 3, Idaho Code, submits the following articles of incorporation to the Secretary of State:

Article 1. Name. The name of the corporation shall be Avimor Stewardship Organization, Inc. (the "ASO").

Article 2. Domestic Nonprofit Corporation. The ASO shall be a domestic nonprofit corporation.

Article 3. Registered Agent and Office. The street address of the registered office is 1111 West Jefferson, Boise, Idaho 83702, and the registered agent at such address is CT Corporation System.

Article 4. Mailing Address. The mailing address of the corporation is: 80 E. Rio Salado Parkway, Suite 410, Tempe, Arizona 85281.

Article 5. Existence and Duration. Existence of the ASO shall commence with the filing of these Articles of Incorporation with the Idaho Secretary of State. The ASO shall have perpetual duration.

Article 6. Applicable Statute. The corporation is organized pursuant to the provisions of the Idaho Nonprofit Corporation Act (the "Act").

Article 7. Definitions. All capitalized terms used herein that are not defined shall have the same meaning as set forth in the Community Covenant for Avimor, recorded or to be recorded in the office of the county clerk of Ada County, Boise County, and/or Gem County, Idaho (as it may be amended, the "Covenant"), or the Community Charter for The Residential Community at Avimor, recorded or to be recorded in the aforementioned offices (as it may be amended, the "Residential Charter").

Article 8. Purposes and Powers. The ASO does not contemplate pecuniary gain or profit, direct or indirect, to its members. The ASO's purpose is to engage in any lawful act or activity for which a corporation may be organized under the Act.

(a) By way of explanation and not limitation, the purposes for which the ASO is formed are:

(i) to be and constitute the ASO to which reference is made in the Covenant, to perform all obligations and duties of the ASO, and to exercise all rights and powers of the ASO, as specified therein, in the By-Laws of the ASO ("By-Laws"), and as provided by law;

(ii) to generate, preserve, and enhance a true sense of "community" through the creation and sponsorship of programs, activities, and services to facilitate interaction, inclusiveness, involvement, community pride, and responsibility.

IDAHO SECRETARY OF STATE
10/29/2007 05:00
CK: 19374 CT: 176891 BH: 1882933
1 @ 38.00 = 38.00 INC MOND # 2
1 @ 28.00 = 28.00 NON EXPDI # 3
F:\users\CORP\Legal Dept\Avimor\Corporate\Avimor Stewardship Organization\Articles-ASO-062107-jlb-clean.doc

C175619

ideas, common interests, and resources in order to enhance the lifestyle within and contribute to the betterment of the community known as Avimor and the surrounding area; and

(iii) to preserve, protect, and conserve environmentally sensitive property in Avimor and to mitigate the negative effects of Avimor on the natural wildlife and native habitat in the area by educating the community; developing and monitoring the native habitat; managing recreation activities; coordinating and interacting with appropriate county, state, and federal agencies; and addressing similar issues related to the ecology of Avimor.

(b) In furtherance of the purposes enumerated in the Covenant and in these Articles, and by way of explanation and not limitation, the ASO may provide or provide for activities, services, and programs of a corporation exempt from federal income tax. The ASO shall not, except to an insubstantial degree, engage in activities or exercise any powers that are not in furtherance of the purposes of the ASO. Except as limited herein or in the Covenant or By-Laws, the ASO shall have the following powers, which, unless indicated otherwise by the Covenant or By-Laws, may be exercised by its board of directors:

(i) all of the powers conferred upon nonprofit corporations by common law and Idaho statutes in effect from time to time;

(ii) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Covenant, including, without limitation, the following:

(A) to facilitate, through organization, funding, and/or administering, such activities, services, and programs as the ASO's board of directors determines necessary, desirable, and appropriate to advance the ASO's purposes and missions;

(B) to coordinate and promote cultural, artistic, educational, health and wellness, conservation, environmental, wildlife, and ecological programs;

(C) to provide for the operation, preservation, and conservation of natural, historical, archeological, and environmentally sensitive sites;

(D) to establish learning centers and computer centers;

(E) to sponsor festivals and holiday celebrations and activities;

(F) to establish and sponsor charter clubs and other volunteer organizations and activities;

(G) to establish and promote recreational leagues;

(H) to provide social services, community outreach programs, and perform other charitable functions;

(I) to make grants and contributions to nonprofit or tax-exempt entities;

(J) to apply for and receive grants and collect contributions, donations, and fees to further the ASO's organizational purposes;

(K) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the ASO, subject to the By-Laws;

(L) to borrow money for any purpose;

(M) to enter into, make, perform, or enforce contracts of every kind and description and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the ASO, with or in ASO with any other ASO, corporation, or other entity or agency, public or private;

(N) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests of such corporations, firms, or individuals; and

(O) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the ASO's affairs; provided, such By-Laws may not be inconsistent with or contrary to any provisions of the Covenant, these Articles, or Idaho law.

No substantial part of the ASO's activities shall be the carrying on of propaganda or otherwise attempting to influence legislation. The ASO shall make no distributions of income to its directors or officers.

(c) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers that may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article.

Article 9. Membership. The ASO will have no members.

Article 10. Board of Directors. The ASO's business and affairs shall be conducted, managed, and controlled by its Board of Directors ("Board"). The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

The initial Board of Directors shall consist of three directors. The names and addresses of the initial directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal, are as follows:

Dan Richter:	485 East Riverside Drive, Suite 300 Eagle, Idaho 83616
Doug McAfee:	485 East Riverside Drive Eagle, Idaho 83616
Kevin Wentland:	485 East Riverside Drive Eagle, Idaho 83616

The number, the method of selection, removal, and filling of vacancies, and the term of office of members of the Board of Directors shall be as set forth in the By-Laws.

Article 11. Indemnification of Directors and Officers. The ASO shall indemnify its officers and directors as required by the By-Laws. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the ASO for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Article 12. Dissolution. The ASO may be dissolved only upon adoption by the Board of a plan of distribution meeting the requirements of the Act. During the Development and Sale Period (as defined in the Residential Charter), the Founder's consent shall also be required. In addition to the above, dissolution of the ASO also shall require compliance with any applicable termination requirements a County may impose. Upon dissolution, the Board, after paying or making provision for the payment of all of the liabilities of the ASO, distribute any remaining assets to any such entity(ies) assuming the duties and functions of the ASO.

Article 13. Merger and Consolidation. The ASO may merge or consolidate only upon a resolution duly adopted by its Board of Directors. During the Development and Sale Period, the Founder's consent shall also be required.

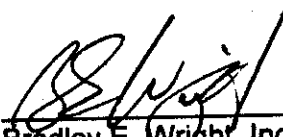
Article 14. Amendments. These Articles may be amended only upon a resolution duly adopted by the Board of Directors. During the Development and Sale Period, the Founder's consent shall also be required for any amendment.

Article 15. Incorporator. The name and address of the incorporator is as follows:

Bradley E. Wright
80 E. Rio Salado Parkway, Suite 410
Tempe, Arizona 85281

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation.

Dated this _____ day of October, 2007.



Bradley E. Wright, Incorporator