

State of Idaho

Department of State.

CERTIFICATE OF INCORPORATION OF

TWIN OAKS 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 _____

TWIN OAKS 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 October 24, _____, 19 85.



Pete T. Cenarrusa

SECRETARY OF STATE

Corporation Clerk

ARTICLES OF INCORPORATION
OF
TWIN OAKS HOMEOWNERS ASSOCIATION, INC.

* * * * *

KNOW ALL MEN BY THESE PRESENTS: That we, the under-
signed, each being a natural person of full age and a citizen
of the United States of America, have voluntarily and do hereby
associate ourselves together for the purpose of forming a non-
profit corporation under the laws of the State of Idaho, Idaho
Code, Title 30, Chapter 10. We do hereby certify, declare and
adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is Twin Oaks Homeowners
Association, Inc.

ARTICLE II

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

ARTICLE III

This corporation shall be a non-profit, membership
corporation.

ARTICLE IV

The location and post office address of the corpora-
tion's registered office shall be: Route #3, Box 6706,
3143 Woodridge Drive, Twin Falls, Idaho 83301. The registered
agent shall be DeVoe Brown and the address of the registered
agent shall be Route #3, Box 6706, 3143 Woodridge Drive, Twin
Falls, Idaho 83301.

ARTICLE V

The nature of the business and the object and purpose of this corporation shall be as follows:

1. To form a corporation under Title 30, Chapter 10 of the Idaho Code, for the purpose of providing an association to which all owners of Lots located in Twin Oaks Subdivision, Twin Falls County, Idaho, shall belong for the purpose of maintaining and creating an environment that will provide maximum opportunity for the orderly development of a residential area and planned unit development. This corporation shall be the Homeowners Association defined in the Declaration of Covenants, Conditions and Restrictions of Twin Oaks Subdivision, hereinafter referred as the "Declaration", which Declaration will be filed of record with the Twin Falls County Recorder. All of the words or terms which are capitalized herein shall have the same meaning and definition as contained in the definitions section of the Declaration which definitions are incorporated herein by reference. The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common areas within Twin Oaks Subdivision and to promote the health, safety and welfare of the residents within said Twin Oaks Subdivision and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to (A) Exercise all of the powers and privileges and to perform all of the duties

and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions above described; (B) Levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association; (C) 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; (D) Borrow money, and with the assent of two-thirds of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; (E) Dedicate, sell or transfer any part of the Common areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of each class of members, agreeing to such dedications, sale or transfer; (F) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common area, provided that any such merger, consolidation or annexation

shall have the assent of two-thirds of each class of members; and, (G) To have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Idaho, provided in Idaho Code, Title 30, Chapter 10, as now exists or may hereafter be amended.

ARTICLE VI

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine directors who need not be members of the Association. There shall never be less than two (2) members holding Class B or D membership on said Board. The number of directors may be changed by amendment of the By-Laws of the Association by a vote of 2/3 of each class of membership. The names and addresses of the persons who are to act in the capacity of directors until the election of their successors are:

DeVoe Brown	Rt. #3, Box 6706 3143 Woodridge Drive Twin Falls, ID 83301
Colleen Brown	Rt. #3, Box 6706 3143 Woodridge Drive Twin Falls, ID 83301
C. W. Werner	Rt. #3, Box 6265 Twin Falls, ID 83301
Dorothy M. Werner	Rt. #3, Box 6265 Twin Falls, ID 83301
Thelma L. Swenson	Rt. #4, Box 7748 Twin Falls, ID 83301
M. C. Eldred	606 Buckingham Twin Falls, ID 83301
Elsie Eldred	606 Buckingham Twin Falls, ID 83301
Brian D. Sweet	2312 Pleasanton Boise, ID 83702
Bobbi J. Sweet	2312 Pleasanton Boise, ID 83702

At the first annual meeting, the members shall elect three directors for a term of one (1) year, two directors for a term of two (2) years and two directors for a term of three (3) years; and at each annual meeting thereafter, the members shall elect the required number of directors needed to retain the Board at seven (7) members.

ARTICLE IX

AMENDMENTS

Amendment of these articles shall require the assent of seventy-five percent (75%) of each class of membership.

ARTICLE X

MEMBERSHIP AND VOTING RIGHTS

1. The Corporation shall not issue any capital stock but shall issue membership certificates to each member hereof

including the Declarant, under the terms and conditions hereinafter set forth. Each owner (including the Declarant) of a lot by virtue of being such an owner and so long as he is such an owner, shall be deemed a member of the Association. The Association membership of each owner (including the Declarant) shall be appurtenant to said lot and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said lot and then only to the transferee of title of said lot. Any attempt to make or prohibit a transfer shall be void. Any transfer of title to said lot shall operate automatically to transfer said membership to the new owner thereof.

2. The Association shall have four classes of voting membership:

Class A Members. Class A members shall be all owners, with the exception of the Declarant, of any of Lots 1 through 14 of attached Exhibit "A" and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any such lot, all such persons shall be members. The vote for such lots shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B Members. The Class B members shall be all owners, with the exception of the Declarant, of any of Lots 15 through 23 of attached Exhibit "A" and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The

vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class C Members. The Class C members shall be the Declarant and shall be entitled to three votes for each lot owned in Lots 1 through 14 of attached Exhibit "A". The Class C membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in Class C membership; or
- B. On the 1st day of January, 1995, whichever is sooner.

Class D Members. The Class D members shall be the Declarant and shall be entitled to three votes for each lot owned in Lots 15 through 23 of attached Exhibit "A". The Class D membership shall cease and be converted to Class B membership upon the happening of either of the following events, whichever occurs earlier:

- A. When the total votes outstanding in the Class B membership equal the total votes outstanding in Class D membership; or
- B. On the 1st day of January, 1995, whichever is sooner.

3. Suspension of voting rights. There shall be no violation of the Twin Oaks Subdivision rules and regulations once adopted by the Board after notice and hearing. If any owner, his family, or any licensee and lessee or invitee violates the Twin Oaks Subdivisions Rules and Regulations, the Board may impose a special assessment upon such person of not more than \$20.00 for each violation and/or may suspend the right of such person to sue the Association properties under such conditions as the Board may specify for a period not to exceed thirty (30) days for each violation. Before invoking any such assessment or suspension, the Board shall give such person notice and hearing. Any assessment imposed hereunder which remains unpaid for a period of ten (10) days or more shall become a lien upon the owner's lot upon its inclusion and a Notice of Assessment recorded pursuant to the herein referred to Declaration.

4. Subsections 1 and 2 of this Article shall not be amended without the consent of eighty percent (80%) of the combined number of lots then within Twin Oaks Subdivision plus, until all lots are sold, the written consent thereto of the Declarant.

ARTICLE XII

Section 1: Creation of the lien and personal obligation of assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree

to pay to the Association:

1. Annual assessments or charges, and
2. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is paid. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in writing.

Section 2: The purpose of assessments. The assessments levied by the Association on Tracts 15 through 23 of attached Exhibit "A" (the Class B and D members) shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of Lots 15 through 23 and for the improvement and maintenance of the Common area designated on attached Exhibit "A" as Tract B.

The assessments levied by the Association on Lots 1 through 14 of attached Exhibit "A" (Class A and C members)

shall be used exclusively to promote the health, safety and welfare of the residents in Lots 1 through 14 of attached Exhibit "A" and for the improvement and maintenance of the Common areas designated on attached Exhibit "A" as Tracts A and C.

Section 3: Maximum annual assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, there shall be no annual assessment; provided however that beginning with January 1 following the conveyance of a lot to an owner, the maximum annual assessment for Class A members (owners of Lots 1 through 14, except the Declarant) shall be \$75.00 per month; and the maximum annual assessment for Class B members (owners of Lots 15 through 23, except the Declarant) shall be \$50.00 per month.

- A. From and after January 1 of the second year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- B. From and after January 1 of the second year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who

are voting in person or by proxy, at a meeting duly called for this purpose.

- C. The board of directors may fix the annual assessment at an amount not in excess of the maximum.
- D. Until such time as the Class C and D memberships are converted to Class A and B memberships respectively as set out in Article III, Section 2 of this Declaration, the Class C and D members shall not be assessed as set out in this article provided, however, that the Class C and D members until such conversion shall be required to pay the remaining costs and expenses required to provide the Common area maintenance for Tracts A, B and C of attached Exhibit "A" and shall pay the remaining costs and expenses for snow removal and lawn care for all lots. When Class C and D memberships are converted to Class A or B memberships, then the lots owned by Declarant shall be assessed as any lot.

Section 4: Special assessment for capital improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capitol improvement upon a Common area appurtenant to each Class of ownership

including fixtures and personal property related thereof, provided that any such assessment shall have the assent of two-thirds of the votes of each Class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for any action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxys entitled to cast sixty percent (60%) of all the votes of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform rate of assessment. Both the annual and special assessments for Lots 1 through 14 shall be fixed at a uniform rate for all such lots (except Class C members/owners) and may be collected on a monthly basis. Both annual and special assessments for Lots 15 through 23 must be fixed at a uniform rate for all such lots (except Class D members/owners) and may be collected on a monthly basis. The annual and special assessments may be different between the lots held by Class A

members and Class B members because they have different Common areas appurtenant thereto as hereinabove set out.

Section 7: Date of commencement of annual assessments: due dates.

The annual assessments provided for herein shall commence as to all lots on the first day of January following the conveyance of the lot to the owner. The Board of Directors shall fix the amount of the annual assessment against each lot, at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the association as to the status of assessments on a particular lot is binding upon the association as of the date of its issuance.

Section 8: Effect of non-payment of assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The association may bring an action at law or in equity against the owner personally obligated to pay the same, or foreclose the lien against the property as hereinafter provided. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area appurtenant to his particular lot or abandonment of his lot.

Section 9: Subordination of the lien to mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XIII

The By-Laws of this corporation may be altered, amended or new By-Laws adopted at any regular or any special meeting of the corporation called for the purpose by the affirmative vote of two-thirds of the votes entitled to be cast by the members present at such meeting.

ARTICLE XIV

For the purpose of specifying in detail, the rights, responsibilities, duties and obligations of the Board of Directors, the officers, the manager, or other employees and agents of the Association and members thereof, including the liability of the members for the payment of assessment, the By-Laws may incorporate by reference the provisions of the Declaration recorded in Twin Falls County, State of Idaho, provided a true and correct copy of the Declaration is attached to and made a part of the By-Laws of the corporation.

ARTICLE XV

The names and street addresses of the incorporators are as follows:

Devoe Brown 3143 Woodridge Drive
Twin Falls, ID 83301

Colleen Brown 3143 Woodridge Drive
Twin Falls, ID 83301

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 8th day of October, 1985.

Devoe Brown
DEVOE BROWN

Colleen Brown
COLLEEN BROWN

STATE OF IDAHO)
 : ss.
County of Twin Falls)

On this 8th day of October, 1985, before me, Kathy Thomas, a Notary Public in and for said State, personally appeared DEVOE BROWN and COLLEEN BROWN known to me (or proved to me on the oath of NA) or identified to me to be the persons whose names is subscribed to the foregoing instrument and acknowledged to me that they 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.

Kathy Thomas
Notary Public for State of Idaho
Residing at Twin Falls, therein.

TWIN OAKS SUBDIVISION

A PLANNED UNIT DEVELOPMENT
 LOCATED IN
 SW 1/4 SECTION 16, T10S, R17E, E1M
 TWIN FALLS COUNTY, IDAHO
 AND
 A RESUBDIVISION & RE-NUMBERING OF
 LOT 1, BLOCK 4 & LOTS 8, 9, BLOCK 3
 CANYON CREST SUBDIVISION NO. 4
 1985

CERTIFICATE OF OWNERS

This is to certify that the undersigned are the owners or representatives of the owners in fee simple of the following described property, located in the SW 1/4 N1/4 Section 16, T10S, R17E, E1M Twin Falls County, Idaho, said property being more specifically described as follows: containing of the Northwest corner of said Section 16, said point has N 00°12'00"W, 26'48.78' from the West quarter corner of Sec 16, Thence S 00°12'00"E, 132.439' to the Northwest corner of said SW 1/4 N1/4 Tract A, S 88°46'20"E, 95.24' to the initial Point
 Thence, S 00°06'14"E, 590.93'
 Thence, S 89°48'00"W, 156.06'
 along C-9
 Thence, N 37°12'00"W, 334.45'
 along C-7 & C-6
 Thence, N 00°12'00"W, 234.23' to the initial Point. The gross area contained in this plat, that the undersigned and they do hereby include said land in the subdivision in this plat and as described is 4.53 acres
 Thence, the undersigned by these presents dedicate to the public for public use forever "Stadium Boulevard" as shown on this plat. The easements indicated on this plat are not dedicated to the public but the rights to use said easements are here by perpetually reserved for public utility and such other public uses designated on this plat. No structure other than for such utility and other designated public uses are to be erected within the lines of said easements. Tract A is maintained as a parking & utility easement. Tract B is maintained as a roadway & utility easement. Tract C is maintained as a parking, storage, recreation & utility easement. Tracts A, B, & C are owned and maintained by "Twin Oaks Homeowners Association (T.O.H.A.) for the benefit of the lot owners in "Twin Oaks Subdivision". Said Tracts are subject to all rules, privileges and responsibilities set forth in the T.O.H.A. articles and bylaws as recorded in the Twin Falls County courthouse.

Colleen Brown
 COLLEEN BROWN

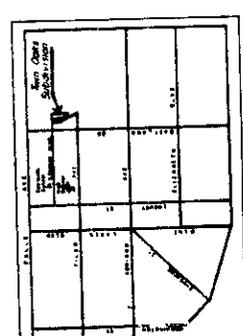
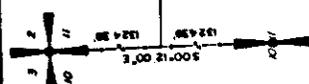
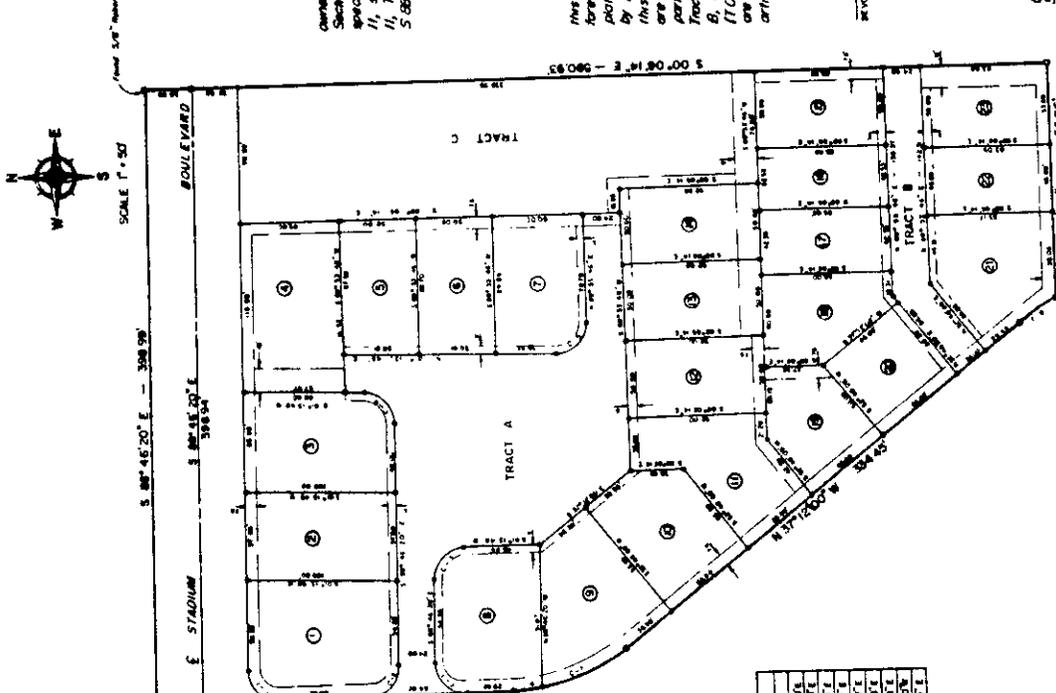
Colleen Brown
 COLLEEN BROWN

ACKNOWLEDGEMENT
 STATE OF IDAHO
 COUNTY OF TWIN FALLS

On this 23rd day of MAY, 1985, at LL SE, before me the undersigned, a Notary Public in and for said State, appeared the persons whose names are subscribed to the above Certificate of Owners and acknowledged to me that they executed the same in WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this day, and appear in this certificate for above written.



Colleen Brown
 Notary Public in and for the State of Idaho



VICINITY SKETCH
 SCALE

CURVE	DELTA	CHORD	ARC	CURVE	DATA	TAN	LCB
C-1	88°25'47"	20.90'	34.81'	88.45'	20.91'	8.47'	30.82'
C-2	89°24'20"	20.00'	30.88'	87.53'	18.33'	3.47'	30.82'
C-3	89°20'00"	20.00'	31.42'	88.88'	20.00'	3.47'	30.82'
C-4	87°00'00"	20.00'	31.42'	88.88'	20.00'	3.47'	30.82'
C-5	81°49'34"	20.00'	31.42'	88.88'	20.00'	3.47'	30.82'
C-6	89°24'20"	20.00'	31.42'	88.88'	20.00'	3.47'	30.82'
C-7	89°24'20"	20.00'	31.42'	88.88'	20.00'	3.47'	30.82'
C-8	89°24'20"	20.00'	31.42'	88.88'	20.00'	3.47'	30.82'

LEGEND

- Section Line
- Lot or Tract Line
- Street Centerline
- Property Boundary Line
- Utility Easement
- Set 1/2" x 24" Rubber & Cap
- Set 5/8" x 24" Rubber & Cap
- INITIAL POINT - Set 5/8" Rubber
- Found 5/8" Rubber
- Found Brass Cap