

FILED/EFFECTIVE

Dec 12 4 39 PM '00

SECRET
STATE

ARTICLES OF INCORPORATION

OF

WOODBIDGE COMMUNITY NEIGHBORHOOD A
LOCAL ASSOCIATION, INC.

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, for the purpose of forming a non-profit 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

NAME

The name of the corporation shall be WOODBRIDGE COMMUNITY NEIGHBORHOOD A LOCAL ASSOCIATION, INC. (the "Neighborhood A Local Association").

ARTICLE II

TERM

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

ARTICLE III

NON-PROFIT

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

IDAHO SECRETARY OF STATE

12/13/2000 09:00
CK: 12306 CT: 1626 BH: 366304

1 @ 30.00 = 30.00 INC NONP # 2

C 136681

ARTICLE IV
REGISTERED AGENT

The location and street address of the initial registered office of the Neighborhood A Local Association shall be 100 N. 9th Street, Suite 300, Boise, Idaho 83702, and Derick O'Neill is hereby appointed the initial registered agent of the Neighborhood A Local Association.

ARTICLE V
PURPOSE AND POWERS OF THE NEIGHBORHOOD A LOCAL ASSOCIATION

The Neighborhood A Local Association does not contemplate pecuniary gain or profit to the Members thereof, and the Neighborhood A Local Association is formed to provide for certain regulation of the use of the Lots within the Neighborhood A Phase (the "Neighborhood A Phase") located in the Woodbridge Community Planned Residential Development ("Woodbridge Community") designated as such in the Neighborhood A Supplement to the Master Declaration of Covenants, Conditions and Restrictions for the Woodbridge Community Planned Residential Development, recorded in the official records of Ada County, Idaho, as Instrument No. 100097162, as amended and supplemented from time to time (the "Neighborhood A Supplement"), which Lots are a portion of the Property covered by the Master Declaration of Covenants, Conditions and Restrictions for the Woodbridge Community Planned Residential Development, recorded in the official records of Ada County, Idaho, as Instrument No. 100084832, as amended and supplemented from time to time (the "Master Declaration"); and to promote the health, safety and welfare of the residents within Woodbridge Community, including without limitation, the implementation of the following:

(A) Exercise all of the powers and privileges and perform all of the duties and obligations of the Neighborhood A Local Association as set forth in the Master Declaration, as amended from time to time as therein provided, and the Neighborhood A Supplement, as amended from time to time as therein provided, said Master Declaration and Neighborhood A Supplement being incorporated herein as if set forth in full;

(B) Fix payment by any lawful means of all charges or Assessments pursuant to the terms of the Master Declaration and the Neighborhood A Supplement, and all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Neighborhood A Local 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 Neighborhood A Local Association under the limitations imposed by the Master Declaration and the Neighborhood A Supplement;

(D) 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;

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

(F) 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 Master Declaration and the amendments thereto, the Neighborhood A Supplement and the Bylaws of the Neighborhood A Local Association ("Bylaws").

ARTICLE VI MEMBERSHIP

Every Owner holding fee simple interest of record, and buyers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation, to any Lot within the Neighborhood A Phase shall be a Member of the Neighborhood A Local Association.

Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Neighborhood A Phase.

ARTICLE VII VOTING RIGHTS

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

Class A Members. Class A Members shall be the Neighborhood A Local Association's Members, excluding the Grantor, who shall be entitled to one (1) vote for each Lot owned by such Members.

Class B Member. Grantor, by and through Grantor's designated representative (hereinafter "Grantor's Delegate"), shall be the Class B Member, and shall be entitled to five (5) votes for each Lot owned by Grantor within the Neighborhood A Phase as described in the Neighborhood A Supplement. The Class B Member shall cease to be a voting Member in the Neighborhood A Local Association at the earlier of: (1) the date upon which the Class B Member holds no more than twenty-five percent (25%) of the Lots within the Neighborhood A Phase; or (2) five years following the date the first Lot within the Neighborhood A Phase is conveyed. The date on which the Class B Member ceases may be referred to hereinafter as the "Class B Member Termination Date."

ARTICLE VIII BOARD OF DIRECTORS

The affairs of the Neighborhood A Local Association shall be managed by a Board of Directors (collectively the "Board," individually "Directors") to carry out all of the powers and

duties of the Neighborhood A Local Association as set forth herein. The Board shall consist of not less than three (3) Directors nor more than five (5) Directors, who, other than the initial Directors specified herein shall be Members of the Neighborhood A Local Association. The number of Directors may be changed by amendment of the Bylaws, 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:

Derick O'Neill	100 N. 9 th Street, Suite 300 Boise, Idaho 83702
----------------	--

Peter S. O'Neill	100 N. 9 th Street, Suite 300 Boise, Idaho 83702
------------------	--

Scott Beecham	100 N. 9 th Street, Suite 300 Boise, Idaho 83702
---------------	--

ARTICLE IX **ASSESSMENTS**

Each Member shall be liable for the payment of Assessments pursuant to the Master Declaration, the Neighborhood A Supplement and as set forth in the Bylaws.

ARTICLE X **BYLAWS**

The Bylaws of this Neighborhood A Local Association may be altered, amended, or new Bylaws adopted at any regular meeting, or any special meeting of the Neighborhood A Local Association called for that purpose, by the affirmative votes of more than fifty percent (50%) of the total voting power of the Neighborhood A Local Association's Members. For the purpose of specifying in detail the rights, responsibilities, duties and obligations of the Neighborhood A Local Association's Board of Directors, the officers, employees and agents of the Neighborhood A Local Association, and the Members for the payment of Assessments, the Bylaws may incorporate by reference the provisions of the Master Declaration and the Neighborhood A Supplement.

ARTICLE XI **DISSOLUTION**

The Neighborhood A Local Association shall only be dissolved at a regular meeting, or a special meeting of the Neighborhood A Local Association called for that purpose, by the affirmative votes of no less than two-thirds (2/3) of the total voting power of the Neighborhood A Local Association. Upon dissolution of the Neighborhood A Local Association, other than incident to a merger or consolidation, the real property and other assets of the Neighborhood A Local Association shall be distributed as follows: (i) dedicated to an appropriate public agency to be used for purposes similar to those for which the Neighborhood A Local 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

Neighborhood A Local Association shall not carry on any other activities not permitted by any organization exempt from federal income tax under 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 Neighborhood A Local Association called for that purpose, by the affirmative votes of more than two-thirds (2/3) of the total voting power of the Neighborhood A Local Association's Members, and, if required by the Master Declaration or the Neighborhood A Supplement, the consent of holders of First Mortgages on Lots within the Neighborhood A Phase who have requested of the Neighborhood A Local Association in writing to provide them notice of proposed action which affects their interests. No amendment which is inconsistent with the provisions of the Master Declaration or the Neighborhood A Supplement shall be valid.

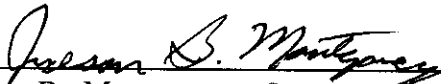
ARTICLE XIII MEANING OF TERMS

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

ARTICLE XIV INCORPORATION

Judson B. Montgomery, 277 N. 6th Street, Suite 200, Boise, Idaho 83702, shall be the incorporator of the Neighborhood A Local Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal effective this 12th day of December, 2000.



Judson B. Montgomery, Incorporator