



**CERTIFICATE OF INCORPORATION
OF**

CROSSROADS OF IDAHO MASTER 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 the above named corporation, duly signed pursuant to the provisions of the Idaho Business 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:

June 19, 1989



Pete T. Cenarrusa

SECRETARY OF STATE

by: *[Signature]*

**ARTICLES OF INCORPORATION
CROSSROADS OF IDAHO MASTER ASSOCIATION, INC.**

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Idaho Code, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be Crossroads of Idaho Master Association, Inc.

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SECRETARY OF STATE
STATE OF IDAHO

ARTICLE II

PURPOSE

To provide an entity to maintain and operate "Crossroads of Idaho".

ARTICLE III

POWERS

1. To satisfy those duties and requirements set forth in that "Master Declaration of Covenants, Conditions and Restrictions for "Crossroads of Idaho Master Association, Inc." filed of record in Jerome County, Idaho, on the 9th day of June, 1989, as Instrument No. 316266.

2. To be an administrative, managerial, rule-making and enforcement body for a planned unit development (Crossroads of Idaho) consisting of lots and condominium units.

3. To provide for maintenance, utilities, landscaping and other services benefiting the Master Association and Sub-Associations; to employ personnel and contractors necessary for operation of the planned unit development (P.U.D.).

4. To purchase materials and supplies required for the Associations.

5. To do such other acts and perform such other functions as may be required for government, maintenance, preservation and architectural control of the planned unit development (P.U.D.) described above in accordance with the Master Declaration and Supplemental Declarations and applicable law.

6. To maintain fire, casualty, liability, workmen's compensation and other insurances, and if required, a fidelity bond or bonds.

7. To act in the capacity of principal, agent, joint-venture, or partner, or otherwise.

8. To assess, levy, collect and enforce payment by any lawful means, of all assessments Pursuant to the terms of the Master Declaration, and to levy, collect and enforce payment by any lawful means of all assessments certified to the Master Association by the Sub-Associations.

9. To perform any and all acts which are necessary and proper for or incidental to the carrying out of the duties, either express or implied, accorded to the Master Association under terms of the Master Declaration, and these Articles, the Bylaws of this corporation, and the laws of the State of Idaho.

10. To acquire (by gift, purchase or otherwise) for investment or resale, and to deal in, lots and other property of any tenure and any interest therein, and to create, sell, or deal in, any freehold, leasehold, ground rents, and to make advances upon the securing of lots, buildings and other property, or any interest therein, and to generally deal in. by way of sale, lease, exchange, or otherwise, lots, buildings and any other property, whether real or personal.

11. To make any improvements upon any real property including, but not limited to, the planned unit development thereof, the installation of water and sewer improvements, the building of structures for lease or rent or sale, the general improving of sites, the building of roads, fences, and any and all other improvements deemed advisable by the Board of Directors of the corporation.

12. To buy, sell, acquire, hold, own, dispose of, convey, mortgage, pledge, lease, assign, transfer, trade and deal in and with all kinds of personal property, franchises, privileges, rights, goods, wares and merchandise of every kind, nature and description.

13. To buy, sell, convey, lease, mortgage, exchange or otherwise acquire and dispose of lots, buildings and other real property, and appurtenances of all kinds and wheresoever situated, and of any interest and rights therein, to the same extent as natural persons might or could do and without limit.

14. To acquire by purchase, subscription, or otherwise, and to own, hold, sell, negotiate, assign, deal in, exchange, transfer, mortgage, pledge, or otherwise dispose of, any shares of capital stock, bonds, mortgages, securities, or evidences of indebtedness, issued or created by an individual or entity

whether private or public, and while the holder or owner thereof shall possess and exercise in respect thereof any and all rights, powers and privileges of ownership, including the right to vote thereon.

15. To make, perform and carry out contracts of every kind and description made for any lawful purpose, without limit as to amount, except as governed by the Board of Directors and Master Declaration with any person, firm, association or corporation, either public or private, or with any territory or government, or any agency thereof.

16. To borrow money, to draw, make, accept, endorse, transfer, assign, execute and issue bonds, debentures, promissory notes, and other evidences of indebtedness, in and for the purpose of securing any of its obligations or contracts to convey and transfer, assign, deliver, mortgage and/or pledge all or any part of the property or assets, real or personal, at any time owned or held by this corporation, upon such terms and conditions as the Board of Directors shall authorize, and as may be permitted by laws subject to the provisions of the Master Declaration.

17. To have and to exercise any and all powers and privileges now or hereafter conferred by the laws of the State of Idaho upon corporations formed not for profit.

18. To promulgate Master Association rules and regulations and Architectural and Environmental rules and standards for the regulation, control, management and government of Crossroads of Idaho and to approve Sub-Association rules and regulations, all in accordance with the provisions of the Master Declaration.

19. To procure and employ a professional manager for the purpose of assuming and carrying out the general management duties of the Master Association and to delegate sufficient powers and duties to said manager so as to allow said manager to efficiently and competently carry out his duties subject to the ultimate control of the Board of Directors and Master Association.

ARTICLE IV

SHAREHOLDERS

1. The shareholders of the corporation shall consist of all the owners of real property (units or lots) located in Crossroads of Idaho who are members of the association.

2. Change of stock ownership in the corporation shall be established automatically through a change of membership in the association by the recording in the public records of Jerome County, Idaho and also by written notice to the Association to amend the Master Association Rolls.

ARTICLE V

STOCK

The number of shares of voting stock in the corporation shall equal the number of votes per type of membership authorized by the Association multiplied by the number of lots and units eventually contained in Crossroads of Idaho and any real property properly annexed thereto.

During the period of initial development of Crossroads of Idaho, as more particularly defined in the Master Declaration, there shall be two (2) classes of membership. All owner--purchasers shall be Class A members and shall be entitled to one (1) vote each, or one (1) share of voting stock in the corporation per lot or unit. The Grantor shall be a Class B member and for every lot or unit owned by Grantor in Crossroads of Idaho, the Grantor shall be entitled to three (3) votes each, or three (3) shares of voting stock in the corporation per lot or unit.

The Purpose of this distinction is to allow the Grantor to retain sufficient control to assure that the project as developed complies with the provisions of the Master Declaration and the primary objectives of the development as represented to owner-purchasers.

ARTICLE VI

DURATION

The corporation shall be perpetual or until terminated by the termination of the Crossroads of Idaho Association in accordance with the provisions of the Declaration.

ARTICLE VII

TERMINATION

Any assets of the corporation available upon liquidation of the Master Association shall be distributable according to the provisions of the Master Declaration.

ARTICLE VIII

PRINCIPAL PLACE OF BUSINESS, REGISTERED OFFICE AND REGISTERED AGENT

The principal place of business and registered office shall be (P.O. Box 471) Unit 6, 1887 Highland Avenue East, Twin Falls, Idaho 83301. The initial registered agent at said address shall be Ron Stanley.

ARTICLE IX

DIRECTORS

The initial Board of Directors shall be the subscribers set forth in Article XIII, below. The number of directors of the corporation shall be as specified in the Bylaws, and such number may from time to time be increased or decreased in such manner as may be prescribed in the Bylaws, and in accordance with Idaho Code. In case of any increase in the number of directors, the additional directors may be elected by the directors then in office, and the directors so elected shall hold office until the next annual meeting of the shareholders and until their successors are elected and qualified. The terms of the directors shall be for one (1) Year.

ARTICLE X

INDEMNIFICATION

Every director and every officer of the corporation shall be indemnified by the corporation and Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a part, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the corporation, and Association, or any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interests of the corporation and Association. The foregoing right of indemnifications shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XI

AMENDMENT

The Shareholders of the corporation, as members of the Association, are expressly authorized to repeal and amend the Bylaws of the corporation and to adopt new Bylaws, and the Shareholders reserve the right to amend, alter, change or repeal, any provision contained in these Articles of Incorporation, in the manner now, or hereafter prescribed by law, by a vote of a majority (51%) of the stock of the corporation held by members of the Master Association, represented in person or by proxy, at any annual meeting of the members of the Master Association or at any special meeting duly called for that purpose, except where the laws of the said State of Idaho otherwise provide.

ARTICLE XII

CONFLICT OF PROVISIONS

The provisions contained in these Articles of Incorporation of the Master Association are subject and subservient to the terms and provisions of the Master Declaration and in any conflict between the terms and provisions of these documents, the terms and provisions of the Master Declaration shall prevail.

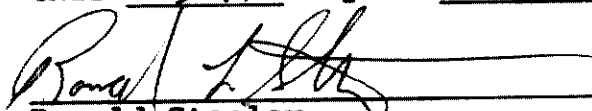
ARTICLE XIII

SUBSCRIBERS


The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Ronald Stanley, Unit 6, 1887 Highland Ave E, Twin Falls, ID 83301
Keith Sligar, Highway 30 West, Route 4, Twin Falls, ID 83301
David R. Millard, Crystal Springs Ranch, Route 1 Box 119, Filer, Idaho 83328


IN WITNESS WHEREOF, We have hereunto set our hands and seals this 30th day of May, 1989.



Ronald Stanley



Keith Sligar

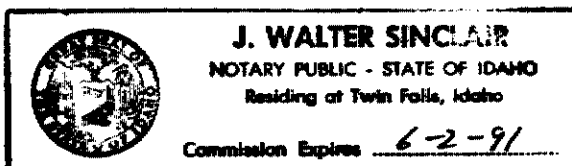



David R. Millard

STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

On this 30th day of May, 1989, before me, the undersigned, a Notary Public in and for said county and state, personally appeared David R. Millard, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



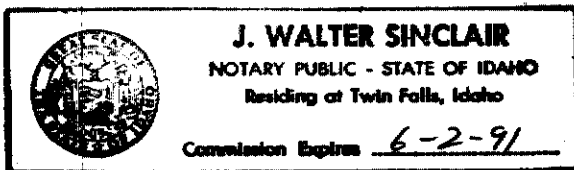


Notary Public for Idaho
Residing at Twin Falls, Idaho
My Commission Expires: 6-2-91

STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

On this 30TH day of MAY, 1989, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Ronald L. Stanley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

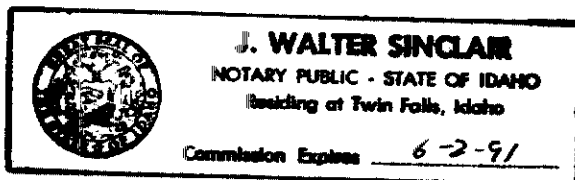


J. Walter Sinclair
Notary Public for Idaho
Residing at Twin Falls, Idaho
My Commission Expires: 6-2-91

STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

On this 30TH day of MAY, 1989, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Keith Sligar, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



J. Walter Sinclair
Notary Public for Idaho
Residing at Twin Falls, Idaho
My Commission Expires: 6-2-91