

FILED EFFECTIVE

When Recorded/Filed Return to:

John A. Finney
Finney Finney & Finney, P.A.
Attorneys at Law
Old Power House Building
120 East Lake Street, Suite 317
Sandpoint, Idaho 83864

This Space for Secretary of State's Use:

2012 DEC -5 AM 8:43

SECRETARY OF STATE
STATE OF IDAHO

Instrument # 835640

BONNER COUNTY, SANDPOINT, IDAHO

11-19-2012 03:56:10 No. of Pages: 9

Recorded for: FINNEY

MARIE SCOTT Fee: 34.00

Ex-Officio Recorder Deputy CK

Index to: MISC

This Space for County Recorder's Use

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

SUNSET ROAD EASEMENT NO. 6613 USERS ASSOCIATION, INC.
(an Idaho Nonprofit Corporation)

The undersigned, acting as incorporators of a nonprofit corporation organized under and pursuant to the Idaho Nonprofit Corporation Act, as amended, and pursuant to the Articles of Incorporation filed August 30, 2012 as Filing No. C195811, hereby amend, restate, and adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation (herein "association" or "corporation") is SUNSET ROAD EASEMENT NO. 6613 USERS ASSOCIATION, INC., an Idaho Non-Profit Corporation.

ARTICLE II

The corporation is a nonprofit corporation.

ARTICLE III

The period of duration of the corporation is perpetual.

ARTICLE IV

The address of the initial registered office is 485 Krippled

AMENDED AND RESTATED ARTICLES OF INCORPORATION - 1

12/05/2012 05:00
CK: 190881 CT: 38773 BH: 1350017
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Kreek Road, Athol, Idaho 83801-9201 and the name of the initial registered agent at this address is STEVE BARNHART.

ARTICLE V

This Association does not contemplate the distribution of gains, profits, or dividends to its Members. The specific primary purposes for which it is formed are to provide for the compliance with the terms and conditions of that certain State of Idaho Easement No. 6613 recorded contemporaneously herewith, which provides for the acquisition, construction, management, operation, administration, maintenance, repair, improvement, preservation, insurance, etc. regarding an easement benefiting certain parcels of real property located in Bonner County, Idaho, all according to that certain Road Maintenance Agreement For A Portion Of Sunset Road State Of Idaho Easement No. 6613 (herein "Covenants") recorded contemporaneously herewith in the Office of the Recorder of Bonner County, including as amended from time to time.

In furtherance of said purposes, and subject to the approval of the Members, and subject to any necessary approval of the State of Idaho by the terms of the Easement, as amended, replaced, supplemented, or revised, this Association shall have power to:

- (a) Perform all of the duties and obligations of the Association as set forth in the Covenants;
- (b) Fix, levy, collect and enforce assessments and fines as set forth in the Covenants;
- (c) Pay all expenses and obligations incurred by the Association in the conduct of its operations, including,

without limitation, all licenses, taxes or governmental charges levies or imposed against the Association or its property or property rights;

(d) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, exchange, transfer, dedicate for public and/or Association use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(e) Make contracts and incur liabilities, 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;

(f) Dedicate, sell, transfer, or grant easements over all or any part of the subject property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members;

(g) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes;

(h) Annex additional property to the property managed by the Association;

(i) Add additional property and owners benefited by the easement upon terms and conditions set by the Association;

(j) Have and exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Act of the State of Idaho by law may now or hereafter have or exercise.

ARTICLE VI

1. Non-stock Corporation. Participation in management and ownership of the Association shall be by Membership only. The Association shall issue no stock and shall have no shareholders.

2. Membership. The total number of Memberships shall equal the total number of parcels of real property served by the State of Idaho Easement No. 6613. The Owner of a parcel shall automatically, upon becoming an Owner, be a Member of the Association, and shall remain a Member thereof until such time as his/her ownership ceases for any reason, at which time his/her Membership in the Association shall automatically cease. Membership shall be in accordance with these Articles of Incorporation and the Covenants of the Association.

3. Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the transfer of ownership of the parcel of real property to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any parcel of real property should fail or refuse to transfer the Membership registered in his/her name to the purchaser of his/her Lot, the Association shall have the right to record the transfer upon its books and thereupon the old Membership outstanding in the name of the seller shall be null and void.

4. One Class of Membership: Voting Right. The Association shall have one (1) class of voting Membership, with one (1) vote being attributable to each parcel of real property on all matters submitted to the Association Membership for vote.

5. Voting Requirements. Except where otherwise expressly provided in the Covenants or these Articles of Incorporation, any action by the Association which must have the approval of the Association Membership before being undertaken, shall require the vote or written assent of the prescribed percentage of a quorum of the total voting power of the Association.

6. Limitation of Payment to Dissenting Member. Membership in the Association is appurtenant to and cannot be segregated from ownership of a parcel of real property within the jurisdiction of the Association. Except upon dissolution of the Association, a dissenting Member shall not be entitled to any return of any contribution or other interest in the Association.

ARTICLE VII

The affairs of the corporation shall be managed by its Board of Directors. The number of Directors serving on the Board of Directors shall be one Director for each parcel of real property in the Association, with one vote per parcel.

The names and street addresses of the owners of the existing parcels of real property and the persons constituting the initial Board of Directors are:

Steve Barnhart and Melodee Barnhart
485 Krippled Creek Road
Athol, Idaho 83801-9201

Philip Barnhart and Patsy Barnhart
486 Krippled Creek Road
Athol, Idaho 83801-9201

Robert Croushore and Melia Croushore
1648 Amante Ct.
Carlsbad, California 92011

ARTICLE VIII

An officer or director of the Association shall not be

personally liable to the Association for monetary damages arising from any conduct, except for liability arising from (i) acts or omissions involving intentional misconduct or a knowing violation of law by the officer or director; or (ii) any transaction from which the officer or director will personally receive a benefit of money, property, or services to which the officer or director is not legally entitled.

The Association has the power to indemnify, and to purchase and maintain insurance for, its directors, officers, trustees, employees, and other persons and agents. Without limiting the generality of the foregoing, the Association shall indemnify its officers or directors against all liability, damages, and costs or expenses (including attorney fees) arising from or in any way connected with service for, employment by, or other affiliation with this Association to the maximum extent and under all circumstances permitted by law.

ARTICLE IX

In the event of the dissolution, liquidation, or winding up of the Association, after paying or adequately providing for the debts and obligations of the Association, the directors, officers, or person in charge of the liquidation shall divide the remaining assets among the Members in accordance with their respective rights thereto.

ARTICLE X

The name and street address of the incorporators are:

Steve Barnhart and Melodee Barnhart
485 Krippled Creek Road
Athol, Idaho 83801-9201

Date: 10-30-12

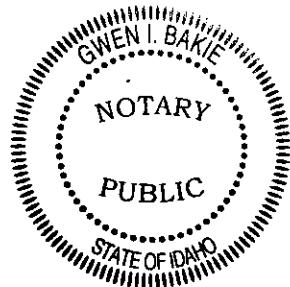
Philip Barnhart
Philip Barnhart

Date: 10-30-12

Patsy Barnhart
Patsy Barnhart

STATE OF IDAHO)
County of Bonner) : ss.

On this 30 day of Oct, 2012, before me, the undersigned Notary Public, personally appeared, Philip Barnhart and Patsy Barnhart, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Gwen I. Bakkie
Notary Public-State of Idaho
Residing at: Spirit Lake
My Commission Expires: Aug. 2015

Date: 10/11/12



Robert Crousore

Date: 10/11/12



Melia Crousore

STATE OF CALIFORNIA : ss.
County of SAN DIEGO

On this 11th day of October, 2012, before me, the undersigned Notary Public, personally appeared, Robert Crousore and Melia Crousore, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Gail Phipps
Notary Public-State of CALIFORNIA
Residing at: Oceanside, CALIF.
My Commission Expires: 8-23-2014

