

CERTIFICATE OF INCORPORATION
OF

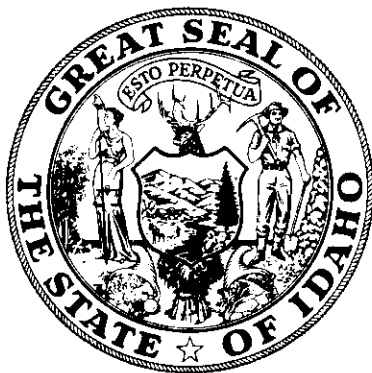
RIVER RUN PHASE 2-A LOCAL ASSOCIATION, INC.

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 _____
RIVER RUN PHASE 2-A LOCAL 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 _____ March 12 _____, 19 82 _____.



SECRETARY OF STATE

Corporation Clerk

197 18 PM 8 11
STATE

ARTICLES OF INCORPORATION

OF

RIVER RUN PHASE 2-A LOCAL ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Idaho in compliance with the provisions of Title 30, Chapter 3, and Title 55, Chapter 15, Idaho Code, does hereby certify, declare and adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be RIVER RUN PHASE 2-A LOCAL ASSOCIATION, INC., hereinafter referred to as "Phase 2-A Association".

ARTICLE II

TERM

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

ARTICLE III

NONPROFIT

This corporation shall be a nonprofit, membership corporation.

ARTICLE IV

REGISTERED AGENT

The location and street address of the initial registered office of this corporation shall be 1100 West Jefferson, Boise, Idaho 83702, and PETER S. O'NEILL is hereby appointed the initial registered agent of the Phase 2-A Association.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for certain regulations of the use of, and control of, the Condominiums located in the Project, to provide for the maintenance, preservation and replacement of the Local Common Area, including all Buildings and other improvements located in the Project and including all personal property located upon the Local Common Area, which is owned by the Phase 2-A Association, to provide property insurance and other insurance as more particularly described in the Phase 2-A Supplement, and to promote the health, safety and welfare of the Owners and Occupants within the Project for this purpose to:

(A) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Phase 2-A Association as set forth in the Phase 2-A Supplement as the same may be amended and supplemented from time to time as

therein provided, said Phase 2-A Supplement being incorporated herein as if set forth at length;

(B) Fix, levy, collect and enforce payment by any lawful means, all charges or Local Assessments pursuant to the terms of the Phase 2-A Supplement; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Phase 2-A Association, including all licenses, taxes or governmental charges separately levied or imposed against the Condominiums;

(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 Phase 2-A Association;

(D) Borrow money with the assent of two-thirds (2/3) of each class of Members;

(E) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Idaho by law may now or hereafter have or exercise, and have and to exercise any and all powers, rights and privileges given to the Management Body under the Condominium Property Act of the State of Idaho, subject only to limitations contained in

the By-Laws and the Phase 2-A Supplement, and the amendments and supplements thereto.

ARTICLE VI

MEMBERSHIP

Every person or entity who is a record Owner of a Condominium within the Project and including contract sellers shall be a Member of the Phase 2-A 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 Condominium which is subject to the Phase 2-A Supplement. Members of the Phase 2-A Association must be and remain Owners of Condominiums subject to the Phase 2-A Supplement and all Owners of Condominiums shall automatically be Members of the Phase 2-A Association.

ARTICLE VII

VOTING RIGHTS

The Phase 2-A Association shall have two (2) classes of voting membership:

Class A Members. Class A Members shall be all Owners of Units, other than Grantor, and shall be entitled to one (1) vote for each such Unit owned. When more than one person or entity holds an interest in such Units, the vote for

such Unit shall be exercised as they so determine, but in no event shall a fractional vote for any such Unit be cast.

Class B Member. The Class B Member shall be the Grantor. Upon the sale of the first Unit to an Owner, Grantor shall be entitled to three (3) votes for each Unit owned by Grantor in the Project. The Class B membership shall cease and be converted to Class A membership upon the happening of the earlier of the following events:

(A) One hundred twenty (120) days after the date on which seventy-five percent (75%) of the Units have been conveyed to Owners; or

(B) Five (5) years from the date of the first sale of a Unit to an Owner.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this corporation shall be managed by a Board of three (3) directors, who need not be Members of the Phase 2-A Association. The number of directors may be changed by amendment of the By-Laws of the corporation. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Peter S. O'Neill	1100 West Jefferson Boise, ID 83702
------------------	--

Gregory Lansberry	1100 West Jefferson Boise, ID 83702
-------------------	--

Chuck Clark

1100 West Jefferson
Boise, ID 83702

ARTICLE IX

ASSESSMENTS

Each Member shall be liable for the payment of Assessments and Local Assessments as provided for in the Phase 2-A Supplement and the River Run Declaration and for the payment and discharge of the liabilities of the Phase 2-A Association, the River Run Homeowners Association, Inc. and the River Run Recreation Association No. 1, Inc., as provided for in the River Run Declaration and the Phase 2-A Supplement and as set forth in the By-Laws of the Phase 2-A Association and the other corporations mentioned in this Article IX.

ARTICLE X

BY-LAWS

The By-Laws of this corporation may be altered, amended or new By-Laws adopted by any regular or any special meeting of the corporation called for that purpose by the affirmative vote of two-thirds (2/3) of the membership; provided, however, such amendment shall not be effective until the same is recorded in the Ada County Idaho Recorder's Office.

For the purpose of specifying in detail the rights, responsibilities, duties and obligations of the Board of Directors, the officers, employees and agents of the corporation

and the Members for the payment of Assessments and Local Assessments, the By-Laws may incorporate by reference the provisions of the Phase 2-A Supplement.

ARTICLE XI

DISSOLUTION

Subject to the provisions as to mortgage protection contained in the Phase 2-A Supplement, the Phase 2-A Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the membership. Upon dissolution of the Phase 2-A Association, other than incident to a merger or consolidation, the assets of the Phase 2-A Association shall be allocated among the Members of the Phase 2-A Association (Owners) in the same manner as is specified in the Phase 2-A Supplement.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent of not less than seventy-five percent (75%) of each class of Members of the Phase 2-A Association and no amendment which is inconsistent with the provisions of the Phase 2-A Supplement shall be valid.

ARTICLE XIII

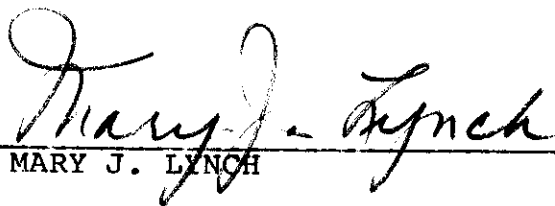
MEANING OF TERMS

All terms appearing herein initially capitalized shall have the same meanings as are applied to such terms in the Phase 2-A Supplement to the Declaration of Covenants, Conditions and Restrictions for River Run and Condominium Declaration for River Run Phase 2-A Condominiums (Phase 2-A Supplement) which terms include, without limitation: "Articles", "Local Assessments", "Phase 2-A Association", "Board", "By-Laws", "Local Common Area", "Condominium", "Declarant", "Declaration", "Grantor", "Limited Common Area", "Member", "Project", "Occupant", "Owner" and "Unit".

ARTICLE XIV

Mary J. Lynch whose street address is 802 West Bannock, Boise, Idaho 83702, shall be the incorporator of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of March, 1982.



MARY J. LYNCH