

RESTATED ARTICLES OF INCORPORATION
of
WESTWOOD ACRES HOMEOWNERS ASSOCIATION, INC.

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SECRETARY OF STATE
STATE OF IDAHO

June 26, 2010

The undersigned, for the purpose of conducting a non-profit cooperative association, pursuant to the applicable law of the State of Idaho relating to such associations, do hereby certify and state:

1. The name of the cooperative association is and shall be WESTWOOD ACRES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

2. The Association is and shall be a non-profit cooperative association, and is formed pursuant to, and in accordance with the "Idaho Non-Profit Corporation Act."

3. Subject to dissolution in the manner provided by Idaho law, the life of this Association shall be perpetual.

4. The purposes for which this Association is formed are:

a. To develop a community designed for safe, healthful, and harmonious living within those subdivisions in Bonner County, Idaho, known as WESTWOOD ACRES and WESTWOOD ACRES FIRST ADDITION.

b. To promote the collective and individual property rights of all persons, firms and corporations owning property in the subdivisions.

c. To be responsible for the care, upkeep and surveillance of the subdivisions and the common areas and facilities.

d. To fix, levy, collect, and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the by-laws, and 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.

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e. To maintain and improve the common sewer and water system.

f. To cooperate with the owners of all vacant and unimproved lots within the subdivisions to keep said lots in good order and condition to prevent them from becoming a nuisance and detriment to the beauty of the subdivisions, and to take action with reference to such vacant lots as may be necessary to keep them from becoming a nuisance or detriment.

g. To aid and cooperate with the members of this corporation and all lot owners within the subdivisions to enforce conditions, covenants and restrictions in existence, as well as any other conditions, covenants and restrictions as shall hereafter be approved by a majority vote of all lot owners.

h. To exercise all the powers and privileges, and perform all the duties and obligations of the Association as forth in those certain documents entitled BY-LAWS OF WESTWOOD ACRES HOMEOWNERS ASSOCIATION, INC. and. COVENANTS AND RESTRICTIONS FOR WESTWOOD ACRES, and WESTWOOD ACRES FIRST ADDITION.

i. In general, to carry on any other business in connection with the foregoing, and to have and exercise all of the powers conferred by the laws of Idaho upon corporations, as qualified and limited by the Idaho Nonprofit Corporation Act.

j. The foregoing clauses shall be construed as objects, purposes and powers; it is hereby expressly provided that any enumeration of specific powers shall not be limited to or restrict in any manner the powers of this Association, except as provided in subparagraph (i) herein.

5. The Association shall have no capital stock. All owners of individual lots within each of the subdivisions shall be members of the Association. The ownership of each lot shall constitute a single and separate membership; all persons having ownership in a lot shall together hold a single membership for that lot. Upon sale, transfer or other disposition of a lot, membership in the Association shall automatically be transferred to the new lot owner. Membership in the Association is a right of ownership and is not subject to the approval by the Board of Directors or other members of the Association. No expulsion of members or cancellation of voting rights is permitted.

The affairs of the corporation shall be governed by a Board of Directors

composed of not less than three (3) persons, each of whom must be an owner of a lot in one of the subdivisions.

6. The Board of directors of this corporation is authorized to determine the method of collection of assessments and fees in amounts approved by vote of the members and to propose changes in fees and assessments. The Board of Directors is further authorized to make assessments payable at such times or intervals, and upon such notice, and by such methods as said Board of Directors may prescribe.

Delinquent assessments may be enforced by action, upon notice given in writing twenty (20) days before commencement of such action.

Assessments, fees and/or dues of the Association shall constitute a lien upon real property to which membership rights are appurtenant. Said lien shall be prior, senior and superior to any mortgage or other debt instrument recorded subsequent to the recording of these Restated Articles of Incorporation.

Certificate of Directors

The undersigned, being the Directors of Westwood Acres Homeowners Association, Inc., hereby certify that:

1. The foregoing Restated Articles of Incorporation include amendments to Articles 2, 3 4, 5, and 6 and deletion of Article 8 of the Articles of Incorporation of Westwood Acres Homeowners Association, Inc.

2. The text of all amendments adopted is included in the foregoing Restatement.

3. All amendments were adopted at the annual meeting of the members on June 26, 2010.

4. Approval of the members for the amendments was required. A total of 34 memberships are outstanding. All members were entitled to vote on all amendments. The total number of votes cast was 10. In favor of the amendments: 10 votes (100%); opposed to the amendments: no votes in opposition (0%). The number of votes cast in favor of the amendments was sufficient for approval of the amendments.

5. No approval of any person other than the members is required for any amendment.

Date signed: 9/12/10

Ray Lamb
Ray Lamb, Chairman

Date signed: 9/12/10


David Diehl, Director

Date signed: 9/12/10

Greg Mac Isaac
Greg Mac Isaac, Director

Date signed: 9/12/10

Robert R. Lochmiller
Robert Lochmiller, Director

Date signed: 9/11/2010

Tom Brown
Tom Brown, Director