

FILED EFFECTIVE

**ARTICLES OF INCORPORATION
OF**

2005 OCT 24 AM 8:54

THE RANCH AT MICA MEADOWS HOMEOWNERS ASSOCIATION, INC.

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, Aspen Creek Estates, LLC, a limited liability company organized under the laws of the State of Idaho in good standing, has this day formed this nonprofit organization without capital stock, under and pursuant to Title 30, Chapter 3 of the laws of the State of Idaho, and does with make, acknowledge and declare the following Articles of Incorporation.

ARTICLE ONE

The name of the corporation shall be:

THE RANCH AT MICA MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE TWO

This corporation is a nonprofit corporation, and shall have no capital stock; and no dividends or pecuniary profits shall be declared to the members thereof. Every person or entity who is a record Owner of any Lot with this subdivision known as The Ranch at Mica Meadows or within the boundaries of that certain plat known and approved as Aspen Creek First Addition and Aspen Creek Second Addition, and the adjacent acres to the south known as Mica Meadows, and adjacent acres to the north known as Mica Meadows, by the County of Kootenai, Idaho, shall be entitled to Membership and Voting Rights within the Association in accordance with its By-Laws, subject to the conditions for Membership set forth in Article Five hereof. Membership in said Association is appurtenant to, and inseparable from, ownership of the Lot.

ARTICLE THREE

The duration of this Association is perpetual. If the Association is hereafter dissolved, the assets of the Association shall be transferred and dedicated to a nonprofit organization with similar purposes which qualifies in accordance with Section 5.01(c)(3) of the Internal Revenue Code, or to a political subdivision of the State of Idaho or governmental agency of the United States of America which designated transferee shall be included and set forth in the Articles of Dissolution.

ARTICLE FOUR

The objects and purposes for which this corporation is formed are as follows:

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1. To provide an entity by which the rights and obligations granted to The Ranch at Mica Meadows Homeowners Association, Inc. may be administered;
2. To maintain all amenities, common recreational facilities, common areas, structures, private roads, building or utilities transferred to and accepted by THE RANCH AT MICA MEADOWS or required by the County of Kootenai, State of Idaho, to be maintained by the Association; and to operate and maintain any future amenities, facilities, common areas, structures, private roadways, buildings, and utilities which subsequently may be developed by or transferred to the Association.
3. To assume and fulfill the duties and obligations of the Homeowners Association referred to and intended to be established in accordance with that certain Declaration of Covenants, Conditions, Restrictions relating to that certain subdivision known as THE RANCH AT MICA MEADOWS located with the County of Kootenai, State of Idaho.
4. To enter into and execute such agreements with the County of Kootenai, or any other political subdivision of the State of Idaho, or other public agency, which may be required of the Homeowners Association in accordance with the Declaration of Covenants, Conditions, Restrictions.
5. To undertake any such other purpose as deemed advisable or necessary by the Association in furtherance of the corporation, and to undertake any and all such other acts which may be permitted by law.

ARTICLE FIVE

The Membership rights and ownership of the Lots shall be determined by the geographic boundaries or limited to the phases of that certain subdivision known and approved as THE RANCH AT MICA MEADOWS (Aspen Creek First Addition and Aspen Creek Second Addition) by the County of Kootenai, State of Idaho as the date of incorporation.

The developer, Michael J. Newell, and members of Aspen Creek Estates, LLC are also the owners of certain additional real property lying adjacent and contiguous to the north and south of that certain real property commonly known as THE RANCH AT MICA MEADOWS (Aspen Creek First Addition and Aspen Creek Second Addition) and included in that certain subdivision known and approved as THE RANCH AT MICA MEADOWS by the County of Kootenai, State of Idaho. Some of the adjacent and contiguous properties will be developed and it is contemplated that the remaining undeveloped property will be additional phases of The Ranch at Mica Meadows. At the sole option of Michael J. Newell or Aspen Creek Estates, LLC, its successors and assigns, the Owner of Lots located within said additional real properties, shall be included as members of the Association, subject to the following terms and conditions:

- a. Additional memberships in the Association shall not exceed those Owners of Lots within the subdivision known as The Ranch at Mica Meadows or the additional real property lying adjacent and contiguous of that certain subdivision.

- b. Inclusion of such Owners of Lots for membership in the Association shall be at the sole discretion of Michael J. Newell or Aspen Creek Estates, LLC, or its successors or assigns. Michael J. Newell or Aspen Creek Estates, LLC, its successors or assigns shall not be obligated to include such lots for membership.
- c. If Michael J. Newell or Aspen Creek Estates, LLC or its successors or assigns chooses to include the Owners of Lots in any additional phases of the subdivision or adjacent real property, for membership in the Association, such inclusion shall be for the entire phase of construction. In other words, Michael J. Newell and Aspen Creek Estates LLC or its successors or assigns must include all lots within said phase if any of said lots are to be included for membership in the Association.
- d. Michael J. Newell and Aspen Creek Estates LLC or its successors or assigns shall provide written notice to the Association of Michael J. Newell and Aspen Creek Estates LLC intention to include such Owners of Lots of additional phases of The Ranch at Mica Meadows as Members of the Association prior to the sale of any lot in any such additional phase of the Subdivision.
- e. Michael J. Newell and Aspen Creek Estates LLC or its successors or assigns shall provide the Association with a copy of the plat of the lots for which Owners are to be included for Membership in the Association with the Owner's notice of its intention to include such lots.
- f. Michael J. Newell and Aspen Creek Estates LLC or its successes or assigns shall, prior to the sale of any lot of any additional phase or adjacent real property, in which Owners of Lots are to be included as Members of the Association, properly record with the Office of the Recorder, Kootenai County, Idaho, a Declaration of Covenants, Conditions, Restrictions and Reservations of Easements identical to those referred to hereinabove.
- g. Upon such notice to the Association, all Owners of Lots with the additional phase or adjacent real property to be included, shall become Members of the Association in accordance with the terms of these Declarations, and with all of the privileges, benefits, and obligations of membership, as though they had been originally included as Members, excepting, that any assessments or charges accruing to such membership shall not be retroactive.
- h. All of the common areas of any phase or adjacent real property subsequently included in accordance with the provisions hereof shall be owned and/or maintained by the Association in accordance with the terms of these Declarations or the documents of transfer.
- i. Michael J. Newell and Aspen Creek Estates LLC or its successors' or assigns, right to include the Owners of Lots within the additional phases or adjacent real property, shall expire ten (10) years from the date of recording of certain original Declarations of Covenants, Conditions, Restrictions for The Ranch at Mica Meadows.

ARTICLE SIX

The registered agent for the corporation shall be Michael J. Newell.

ARTICLE SEVEN

The registered office of the corporation shall be 1100 East Lakeshore Drive, Suite 301B, Coeur d'Alene, Idaho 83814.

ARTICLE EIGHT

The Board of Directors of this corporation is specifically authorized to fix the amount of assessments and charges to the member and to determine or implement the method of collection thereof, and to make such charges and assessments payable at such time or intervals and upon such notice and such methods that the Directors may so prescribe.

ARTICLE NINE

Bylaws which are not inconsistent with the Articles of Incorporation may be adopted, altered, amended, or repealed at any regular meeting of the members, or at any special meeting of the members of the corporation called for that purpose by the affirmative vote of a majority of the members present at such meetings; provided however, a quorum, which shall be twenty-five percent (25%) of eligible votes, shall be present through members and proxy.

ARTICLE TEN

Amendment of these Articles of Incorporation shall require an affirmative vote of not less than two-thirds (2/3) of all the Lot Owners of record. Any amendment of these Articles or the Bylaws of the corporation shall require the approval of the United States Department of Housing and the United States Veterans Administration as long as there is in existence any Class B Membership as set forth in the Bylaws of the corporation.

ARTICLE ELEVEN

The business of this Association shall be managed by the Board of Directors of not less than three (3) nor more than five (5) directors. The qualifications, terms of office, method of election, powers and duties of such directors shall be such as may be prescribed by law, these Articles and such Bylaws as may, from time to time, be enacted.

ARTICLE TWELVE

The following named persons shall serve as the Board of Directors until their successors are duly elected and qualified, to wit:

Michael J. Newell
1100 E Lakeshore Drive, Suite 301B
Coeur d'Alene, ID 83814

Linda J. Newell
1100 E Lakeshore Drive, Suite 301B
Coeur d'Alene, ID 83814

Matthew Newell
1100 E Lakeshore Drive, Suite 301B
Coeur d'Alene, ID 83814

The name and address of the incorporator is as follows:

Aspen Creek Estates, LLC
c/o Michael J. Newell
1100 E Lakeshore Drive, Suite 301B
Coeur d'Alene, ID 83814

IN WITNESS THEREOF, I, the undersigned, being a managing member of Aspen Creek Estates, LLC, the incorporator hereinabove mentioned, hereunto set my hand and seal this 6th day of May, 2005.

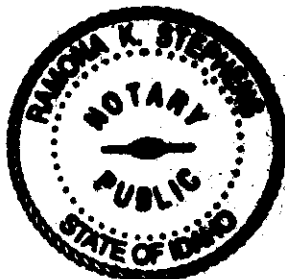
Aspen Creek Estates, LLC

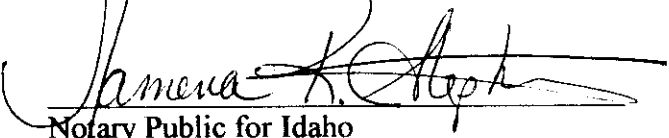


Michael J. Newell
Managing Member

State of Idaho)
) ss.
County of Kootenai)

On this 6th day of May, 2005, before me, a Notary Public in and for said State, personally appeared Michael J. Newell, known or identified to me to be a Managing Member of Aspen Creek Estates, LLC, that he executed the within instrument on behalf of said company and acknowledged to me that such company executed the same.





Notary Public for Idaho
Residing at Rathdrum, ID
Commission expires 4-12-10