



**ARTICLES OF INCORPORATION
OF
JAMES PLACE AT ASHFORD GREENS OWNERS A**

KNOW ALL MEN BY THESE PRESENTS: That I, the undersigned, being a natural person of full age and a citizen of the United States of America, acting as incorporator of a non-profit corporation (hereafter called "Sub-Association") under the Idaho Nonprofit Corporation Act (hereafter called "Act") and, in particular, Title 30, Chapter 3, Idaho Code, have adopted the following Articles of Incorporation for such Sub-Association:

ARTICLE I

Name _____

The name of this Sub-Association is:

JAMES PLACE AT ASHFORD GREENS OWNERS ASSOCIATION, INC.

ARTICLE II

Definitions

For the purposes of these Articles, the following words and terms shall be accorded the definitions as follows:

Articles: These Articles of Incorporation, including any amendments thereto duly adopted.

Ashford Greens Subdivision: The whole of the real property described in and covered by the Master Declaration (hereafter defined) and incorporated as a part hereof, including any additional real property annexed under the Master Declaration.

Assessments: Payments required of Members of the Sub-Association, including Regular, Special or Limited Assessments as provided in the Supplemental Declaration (hereafter defined).

Association: Ashford Greens Owners Association, Inc., an Idaho non-profit corporation.

Board: The duly elected and qualified Board of Directors of the Sub-Association.

Common Area: All real property within James Place at Ashford Greens Subdivision (hereafter defined) in which the Sub-Association owns an interest or controls and which is held or controlled for the common use

and enjoyment of all of its Members, including any recreational facilities and other improvements thereon.

Grantor: Brighton Corporation, an Idaho Corporation, and its successor(s) in title to a Lot(s), which Lot(s) is held by such successor in an unimproved condition (i.e., without a residential dwelling thereon) for resale to a builder or other person for the purpose of constructing thereon a residential dwelling, and to which successor the Grantor has specifically granted the Class B voting rights in writing; provided, that if such voting rights are not so granted, such successor shall be entitled to the voting rights of a Class A Member with respect to each Lot owned.

James Place at Ashford Greens: The whole of the real property described in the Supplemental Declaration.

Lot: A portion of James Place at Ashford Greens Subdivision which is a legally described tract or parcel of real property within any phase of James Place at Ashford Greens Subdivision or which is designated as a Lot on any recorded subdivision plat relating to a phase of James Place at Ashford Greens Subdivision.

Master Declaration: The Master Declaration of Covenants, Conditions, Restrictions and Easements for Ashford Greens Subdivision, dated April 1, 1997, recorded April 23, as Instrument No. 97031111, records of Ada County, Idaho, including any amendments thereto duly adopted and recorded, which Master Declaration is made a part of these Articles of Incorporation as if set out in full herein.

Member: Any person(s) who is an Owner of a Lot within a phase of James Place at Ashford Greens Subdivision which is subject to the Supplemental Declaration.

Owner: A person or persons or other legal entity or entities, including the Grantor, holding fee simple title to any real property in a phase of James Place at Ashford Greens Subdivision covered by the Supplemental Declaration, and including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any holder of a Mortgage or beneficiary under a Deed of Trust or other security holder in actual possession of any real property as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise.

Sub-Association: James Place at Ashford Greens Owners Association, Inc., an Idaho non-profit corporation.

Supplemental Declaration: The Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for James Place at Ashford Greens Subdivision, dated September 1, 1998, recorded September 28, 1998, as Instrument No. 98092475, records of Ada County, Idaho,

including any amendments thereto duly adopted and recorded, which Supplemental Declaration is made a part of these Articles of Incorporation as if set out in full herein.

ARTICLE III

Purposes and Powers

Section 1. Purposes. This Sub-Association does not contemplate pecuniary gain or profit to the Members thereof and the specific purposes for which it is formed are to provide and assure the maintenance, repair and preservation of the Private Road, Security Facilities, the exterior of the Buildings located on the Lots, all as provided in the Supplemental Declaration.

Section 2. Powers. The Sub-Association shall have and exercise the statutory powers provided for non-profit corporations in the State of Idaho, as specified in Title 30, Chapter 3, Idaho Code, as the same now exists or may hereafter be amended and, further, the Sub-Association shall have the power to do everything necessary, proper, advisable or convenient for the accomplishment of the purposes hereinabove set forth and to do all other things incident thereto or connected therewith, which are not forbidden by the Act, by other law or by these Articles of Incorporation. Without limitation of the foregoing stated powers, and to provide for the health, safety and welfare of the Owners and residents within James Place at Ashford Greens which is subject to the Master Declaration and any additions thereto as may hereafter be brought within the jurisdiction of this Sub-Association, the Sub-Association shall have the power to:

- (a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Sub-Association as set forth in the Supplemental Declaration, as the same may be amended from time to time as therein provided;
- (b) Fix, levy, collect and enforce payment by any lawful means, all Assessments and other charges pursuant to the terms of the Supplemental Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Sub-Association including, but not limited to, all insurance premiums, maintenance, repair and replacement expenses, license fees, taxes or governmental charges levied or imposed against any property owned by the Sub-Association;
- (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 business affairs of the Sub-Association;
- (d) Borrow money, and with the assent of two-thirds (2/3) of each class of Members, mortgage, pledge, deed in trust or hypothecate any or all of the real or personal property owned by

the Sub-Association as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area and any other real or personal property owned by the Sub-Association to any public agency, authority or utility;

ARTICLE IV

Period of Duration

The period of duration of the Sub-Association is perpetual.

ARTICLE V

Membership

Every person or entity who is an Owner of a Lot which, by the terms of the Supplemental Declaration is subject to Assessments by the Sub-Association, shall be a Member of the Sub-Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation but shall include any mortgagee, beneficiary under a Deed of Trust or other security holder in actual possession of any Lot as a result of foreclosure or otherwise and any person taking title through such security holder, by purchase at foreclosure sale or otherwise. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to Assessment by the Sub-Association.

ARTICLE VI

Voting Rights

The Sub-Association shall have two classes of voting membership:

(a) **Class A:** Class A Members shall be all Owners with the exception of the Grantor. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall be Members but the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) **Class B.** The Class B Member(s) shall be the Grantor (and its successors in title as specified in the definition of "Grantor," above). Each Class B Member shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the earlier of the following events: (i) when the total votes outstanding in the Class A membership are equal to the total votes outstanding in the Class B membership; or (ii) January 1, 2010.

The Sub-Association shall not have any voting rights by reason of its ownership of any Common Area or Lot.

ARTICLE VII

Registered Office and Registered Agent

The location of the Sub-Association's initial registered office in this State is 12426 W. Explorer Dr., Suite 220, Boise, Idaho 83713. The registered office of the Sub-Association may be relocated to such other place as may be determined by the Board of Directors. The name of the initial Registered Agent of the Sub-Association at such address is David W. Turnbull.

ARTICLE VIII

Initial Board of Directors

The number of Directors constituting the initial Board of Directors of the Sub-Association is three (3), who need not be members of the Sub-Association and the name and address of each person who is to serve as a Director until the first annual meeting of Members or until the election and qualification of a successor(s) are as follows:

<u>Name</u>	<u>Address</u>
David W. Turnbull	12426 W. Explorer Drive, Suite 220 Boise, Idaho 83713
Michael H. Tanner	12426 W. Explorer Drive, Suite 220 Boise, Idaho 83713
Loretta Taylor	12426 W. Explorer Drive, Suite 220 Boise, Idaho 83713

ARTICLE IX

Incorporator

The name and address of the incorporator of the Sub-Association is as follows:

<u>Name</u>	<u>Address</u>
David W. Turnbull	12426 W. Explorer Drive, Suite 220 Boise, Idaho 83713

ARTICLE X

Liability of Members

Members shall be personally liable for the Assessments levied and assessed by the Sub-Association upon a Lot, whether for fines, penalties, recovery of costs or be in the form of Regular, Special or Limited Assessments.

ARTICLE XI

Exemption

This Sub-Association is a corporation intended to be classified as a "homeowners association" which, pursuant to §528 of the Internal Revenue Code of 1954, as amended, is considered an organization exempt from income taxes for the purposes of any law which refers to organizations exempt from income taxes. Further, this Sub-Association is a residential real estate management association organized and operated to provide for the acquisition, construction, management, maintenance and care of property owned by the Sub-Association.

All provisions of these Articles of Incorporation shall be interpreted in accordance with the provisions of §528 of the Internal Revenue Code of 1954, as amended, and in case of a conflict between that or other applicable sections, any provision of these Articles so in conflict with either shall be interpreted to be consistent with that provision of the Internal Revenue Code.

ARTICLE XII

By-Laws

The Board of Directors shall have the right to make and amend By-Laws for the Sub-Association, not inconsistent with any existing law and not inconsistent with these Articles of Incorporation or the Supplemental Declaration, for the government of the affairs of the Sub-Association and the management of its properties.

ARTICLE XIII

Dissolution

The Sub-Association may be dissolved in the manner required by law for the dissolution of non-profit corporations in Idaho. Upon dissolution of the Sub-Association, other than incident to a merger or consolidation, no part of the property of the Sub-Association or any of the proceeds shall be distributed to or inure to the benefit of any of the Members, directors or officers of the Sub-Association, and all such property and proceeds, subject to the discharge of the valid obligations of the Sub-Association, and to the applicable provisions of the Idaho Nonprofit Corporation Act (Title 30, Chapter 3, Idaho Code) shall be distributed by the Board of Directors to another organization(s) for identical uses and purposes, provided that such other organization(s) would then qualify as an Idaho non-profit corporation and for status similar to that of the Sub-Association under applicable provisions of the Internal

Revenue Code or shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Sub-Association was created.

ARTICLE XIV

FHA/VA Approval

If the Grantor elects to obtain the approval of the Federal Housing Administration ("FHA") and/or the Veterans Administration ("VA") of any phase of James Place at Ashford Greens which is subject to the Supplemental Declaration, as long as there is a Class B membership, the following actions require the prior approval of FHA and/or VA:

- (a) A merger or consolidation of the Sub-Association.
- (b) The granting of a Mortgage or Deed of Trust encumbering all or any portion of the Common Area within James Place at Ashford Greens which is subject to the Supplemental Declaration.
- (c) A dedication of all or any portion of the Common Area in any phase of James Place at Ashford Greens which is subject to the Supplemental Declaration.
- (d) Dissolution of the Sub-Association.
- (e) Amendment of these Articles of Incorporation.

ARTICLE XV

Conflict of Provisions

The provisions contained in these Articles of Incorporation, except for the provisions of Article XIV, above, are subject and subservient to the terms and provisions of the Master Declaration and the Supplemental Declaration, and any conflict between the terms and provisions of these Articles with said documents shall be controlled by the terms and provisions of the Master Declaration or the Supplemental Declaration, as the case may be, unless such are contrary to the Idaho Nonprofit Corporation Act (Title 30, Chapter 3, Idaho Code), in which event, the latter shall prevail.

IN WITNESS WHEREOF the undersigned has executed these Articles of Incorporation as of the 10th day of February, 1999.



DAVID W. TURNBULL