

FILED EFFECTIVE

ARTICLES OF RESTATEMENT OF ARTICLES OF INCORPORATION WITH AMENDMENTS FOR AN IDAHO NONPROFIT CORPORATION

Pursuant to the provisions of the Idaho Nonprofit Corporation Act, Title 30, Chapter 3 Idaho Code as amended, the undersigned nonprofit corporation adopts the following amended and restated Articles of Incorporation. These articles correctly set forth the provisions of the Articles of Incorporation, as amended, and supersede the original Articles of Incorporation and all amendments thereto.

FIRST: The name of the nonprofit corporation is:

The Hemingways¹ Owners Association, Inc.

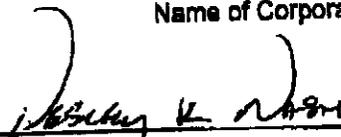
SECOND: The following amended and restated Articles of Incorporation were adopted on September 25, 2002. There are no members. Such amended and restated Articles of Incorporation received a vote of a majority of the directors in office, and no other approval is required.

THIRD: The Amendment and Restatement of Articles of Incorporation includes an amendment to change the name of the nonprofit corporation to:

The Hemingways¹ Condominium Association, Inc.

A COPY OF THE AMENDMENT AND RESTATEMENT OF ARTICLES OF INCORPORATION IS ATTACHED

The Hemingways Condominium Association, Inc. formerly known as The Hemingways Owners Association, Inc.
Name of Corporation

By: 
Wesley K. Nash, Its President

¹ Ernest Hemingway™ and Hemingway™ are trademarks of Hemingway, Secretary of State under exclusive license through Fashion Licensing of America, Inc., New York, NY 10165.
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1 @ 28.00 = 28.00 NON EXPIDI # 9

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**AMENDMENT AND RESTATEMENT OF
ARTICLES OF INCORPORATION
OF
THE HEMINGWAYS¹ OWNERS ASSOCIATION, INC.
with change of name to
THE HEMINGWAYS¹ CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the provisions of the Idaho Nonprofit Corporation Act, Title 30, Chapter 3, Idaho Code as amended, the undersigned nonprofit corporation adopts the following amended and restated Articles of Incorporation. These articles correctly set forth the provisions of the Articles of Incorporation, as amended, and supersede the original Articles of Incorporation and all amendments thereto.

The Articles of Incorporation of the Corporation are hereby amended by striking in their entirety Articles I through XIV, inclusive, and by substituting in lieu thereof the following:

ARTICLE 1. NAME

The name of the corporation is The Hemingways Condominium Association, Inc. (the "**Association**").

ARTICLE 2. PERIOD OF DURATION

The Association shall exist in perpetuity from and after the date of filing of these Articles of Incorporation with the Idaho Secretary of State, unless dissolved according to Idaho law.

ARTICLE 3. PURPOSES OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit of the members thereof. The primary purposes for which the Association is formed are (a) to provide for the operation, administration, use and maintenance of certain common areas and other property more fully described under the Declaration of Condominium for The Hemingways recorded in the office of the County Recorder of Blaine County, Idaho, as amended or supplemented from time to time (the "**Declaration**"); (b) to preserve, protect and enhance the values and amenities of such property; and (c) to promote the health, safety and welfare of members of the Association.

ARTICLE 4. DEFINITIONS

Unless otherwise specified, capitalized terms used in these Articles of Incorporation shall have the same meanings as such terms have in the Declaration.

¹ Ernest HemingwayTM and HemingwayTM are trademarks of Hemingway, Ltd., and under exclusive license through Fashion Licensing of America, Inc., New York, New York 10165.

ARTICLE 5. MEMBERS

The Association shall have voting members.

ARTICLE 6. POWERS

In furtherance of the purposes stated above, the Association shall have and may exercise all the rights, powers, privileges and immunities now or subsequently conferred upon nonprofit corporations organized under the laws of the State of Idaho, by the Idaho Condominium Property Act (the "Act") or granted under the Declaration.

ARTICLE 7. LIMITATION OF LIABILITY

No member of the Board of Directors of the Association shall have any liability to the Association or to its members for monetary damages for breach of fiduciary duty, except to the extent such exemption from liability is not permitted under the Idaho Nonprofit Corporation Act or the Act. Any repeal or modification of the foregoing sentence shall not adversely affect any right or protection of a director in respect of any act or omission occurring prior to such repeal or modification.

No member of the Board of Directors, or officer of the Association shall be personally liable for any injury to person(s) or property arising out of a tort committed by an employee except to the extent such exemption from liability is not permitted under the Idaho Nonprofit Corporation Act.

ARTICLE 8. INDEMNIFICATION

The Association shall provide indemnification either directly or indirectly through insurance policies or otherwise, to the fullest extent permitted by law, for any individual who serves as a member of the Board of Directors, officer, employee, agent or fiduciary of the Association against liabilities and expenses asserted against or incurred by such individual in connection with holding such position. Such indemnification shall not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association.

Whenever such an individual or entity seeks indemnification by the Association against any liability or expenses incurred in any threatened, pending or completed proceeding in which the individual or entity is a party because he, she or it holds or has held any such position, the Association shall proceed diligently and in good faith to make a determination, in the manner permitted in the Idaho Nonprofit Corporation Act, whether indemnification is permissible in the circumstances. If indemnification is determined to be permissible, the Association shall indemnify the individual or entity to the fullest extent permissible, provided that any indemnification for expenses shall be limited to the amount found reasonable by an evaluation conducted in a manner permitted by the Idaho Nonprofit Corporation Act.

This Article shall not be interpreted to limit in any manner any indemnification the Association may be required to pay pursuant to the Idaho Nonprofit Corporation Act,

any court order, the Corporation's bylaws, or any contract, resolution or other commitment which is legally valid.

ARTICLE 9. DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon dissolution, the assets of the Association will be distributed to the Unit Owners in accordance with the terms of Sections 18.2 and 21.8 of the Declaration.

ARTICLE 10. MAILING ADDRESS

The mailing address of the corporation shall be: P.O. Box 2990, Sun Valley, Idaho 83353.

ARTICLE 11. REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the Association is: 810 1st Ave North, Ketchum, Idaho 83340. The initial registered agent at such office is Wesley K. Nash.

ARTICLE 12. INITIAL BOARD OF DIRECTORS

The number of member(s) constituting the initial Board of Directors shall be three (3). The names and addresses of the initial directors are:

<u>Name</u>	<u>Address</u>
Wesley K. Nash	P. O. Box 2990 Sun Valley, Idaho 83353
Michael John	P. O. Box 2990 Sun Valley, Idaho 83353
Catherine Nash	P.O. Box 2990 Sun Valley, Idaho 83353

IN WITNESS WHEREOF, the President of the corporation signed this Amendment and Restatement of Articles of Incorporation on September 26, 2002.

THE HEMINGWAYS CONDOMINIUM
ASSOCIATION, INC., an Idaho non-profit corporation

By: Wesley K. Nash
Wesley K. Nash, President