

RECEIVED
RECEIVED
'82 MAY 25 PM CERTIFICATE LIMITED PARTNERSHIP
'82
SECRETARY OF
STATE ASPEN MANOR LAND COMPANY

We, the undersigned, desiring to form a Limited Partnership pursuant to the Uniform Limited Partnership Act of the State of Idaho, Title 53, Chapter 2, Idaho Code, do hereby certify:

1. The name of the firm under which the Partnership is to be conducted is "Aspen Manor Land Company".

2. The character of the business intended to be transacted by the Partnership shall be as follows:

(a) To purchase, lease, sell and own, to finance the acquisition of, and to operate and maintain for all purposes, real property, specifically, but not limited to, real property situate in Valley County, Idaho;

(b) To enter into, perform and carry out contracts of any kind necessary to, in connection with, incidental to, the accomplishment of the purposes of the Partnership;

(c) To incur indebtedness, secured or unsecured, for any of the purposes of the Partnership; and

(d) Any other purposes as are necessary to protect or enhance the assets of the Partnership.

3. The location of the principal place of business of the Partnership shall be at One Capital Center, Suite 903, 999 Main Street, Boise, Idaho 83702. The Partnership shall also have any other places of business as from time to time shall be determined by General Partner.

4. The name and place of residence of each General Partner interested in the Partnership are as follows:

NAMEPLACE OF RESIDENCE

C. John Stringer

Route #3, Box 720
Ontario, Oregon 97914

The name and place of residence of each Limited Partner interested in the Partnership are as follows:

NAMEPLACE OF RESIDENCE

Richard T. Mooney, Jr.

4801 Umatilla
Boise, Idaho 83705

John E. Mullins

220 State Street
Santa Barbara, Ca. 93101

Michael G. Brady

One Capital Center, Drawer "V"
Boise, Idaho 83702

Gary D. Williams

Box 276
Juntura, Oregon 97911

Robert C. Emmons

1804 Fairmont Drive
Weiser, Idaho 83672

Michael K. Blackaby

247 N.W. 19th St.
Ontario, Oregon 97914

Thomas H. Sweet

430 State St.
Weiser, Idaho 83672Cutler Bros., a partnership
Ross Cutler257 N.W. 16th
Ontario, Oregon 97914

5. The Partnership shall exist for an indefinite period commencing on the date of the filing of this Certificate of Limited Partnership in the office of the Recorder of *Secretary of State* Ada County, Idaho.

6. The agreed value of real property located in Valley County, Idaho contributed by each Limited Partner is as follows:

Richard T. Mooney, Jr.	\$50,000.00
John E. Mullins	\$50,000.00
Michael G. Brady	\$50,000.00
Gary D. Williams	\$50,000.00
Robert C. Emmons	\$50,000.00
Michael K. Blackaby	\$50,000.00
Thomas H. Sweet	\$50,000.00
Cutler Bros., a partnership Ross Cutler	\$50,000.00

7. The General Partner and Limited Partners may make additional capital contributions to the Partnership in proportion to their Distribution Interests only if such contributions are required to enable the Partnership to satisfy obligations which shall arise after the effective date of the Limited Partnership Agreement, and are to be used exclusively to pay the following:

(a) Real estate taxes and assessments on real property or improvements.

(b) Payments required to be made pursuant to any mortgage on, or ground lease of, real property or improvement as well as the expense of curing any default under any such mortgage or ground lease;

(c) Any alteration, repair or replacement required by any present or future law, ordinance, order, rule, regulations or requirements of any federal, state or municipal government, department, commission, board or officer, or any order, rule or regulations of the National Board of Fire Underwriters or any other body exercising similar functions;

(d) Payment for legal, accounting or other related expenses;

(e) Any amount required to be paid pursuant to any final order, judgment or decree of any court or governmental body having jurisdiction; and

(f) Any other item of expense if approved by the General Partner specifically or by inclusion in a budget which has been approved by the Limited Partners.

8. The contribution of each Limited Partner upon dissolution of the Partnership shall be returned as provided by Section 53-223, Idaho Code.

9. The share of profits or other compensation by way of income that each Limited Partner shall receive by reason of his contribution is as follows:

<u>NAME</u>	<u>DISTRIBUTION PERCENTAGE INTERESTS</u>
1. Richard T. Mooney, Jr.	5%
2. John E. Mullins	5%
3. Michael G. Brady	5%
4. Gary D. Williams	5%
5. Robert C. Emmons	5%
6. Michael K. Blackaby	5%
7. Thomas H. Sweet	5%
8. Cutler Bros., a partnership Ross Cutler	5%

10. No Limited Partner may substitute as an assignee a Limited Partner in his place in the Partnership, and no attempted substitutions shall be binding upon the Partnership or General Partner in absence of written consent of General Partner.

If a Limited Partner shall die or be adjudicated insane, bankrupt or incompetent, his legal representatives shall be deemed to be assignee of, and may, with a prior written consent of General Partner, be substituted for such Limited Partner.

11. Additional Limited Partners may be admitted to the Partnership on terms that may be agreed on in writing between General Partner and the new Limited Partners. The terms so stipulated shall constitute an amendment to the Limited Partnership Agreement.


12. No Limited Partner shall have priority over any other Limited Partner as to contributions or as to compensation by way of income.

13. In the event of death of the General Partner,
the Partnership shall be dissolved.

14. No Limited Partner has a right to demand or receive
property other than cash in return for his contribution.

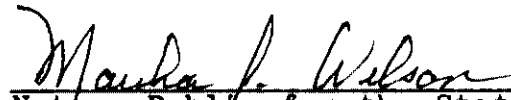
IN WITNESS WHEREOF, the undersigned has executed this
Certificate this 23 day of April, 1982.

GENERAL PARTNER:


C. JOHN STRINGER

STATE OF OREGON)
 : ss.
County of Malheur)

I, Maula J. Wilson, a Notary Public, do hereby
certify that on this 23 day of April, 1982, personally
appeared before me C. JOHN STRINGER, who, being by me first
duly sworn, declared that he is the General Partner of Aspen
Manor Land Company, a limited partnership, and that he signed
the foregoing document as the General Partner of the limited
partnership, and that the statements therein contained are
true.


Notary Public for the State of Oregon
Residing at Clatskanie, Oregon
My commission expires 3/21/86

(SEAL)

13. In the event of death of the General Partner,
the Partnership shall be dissolved.

14. No Limited Partner has a right to demand or receive
property other than cash in return for his contribution.

IN WITNESS WHEREOF, the undersigned has executed this
Certificate this 24 day of May, 1982.

LIMITED PARTNER:

Richard T. Mooney, Jr.
RICHARD T. MOONEY, Jr.

STATE OF IDAHO)
 : ss.
County of Ada)

I, Richard R. Mooney, Jr., a Notary Public, do hereby
certify that on this 24th day of May, 1982, personally
appeared before me RICHARD R. MOONEY, Jr., who, being by me first
duly sworn, declared that he is a Limited Partner of Aspen
Manor Land Company, a limited partnership, and that he signed
the foregoing document as a Limited Partner of the limited
partnership, and that the statements therein contained are
true.

Richard R. Mooney, Jr.
Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires May 27, 1986

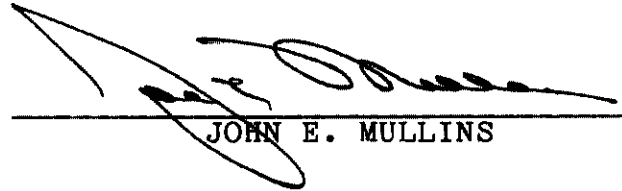
(SEAL)

13. In the event of death of the General Partner,
the Partnership shall be dissolved.

14. No Limited Partner has a right to demand or receive
property other than cash in return for his contribution.

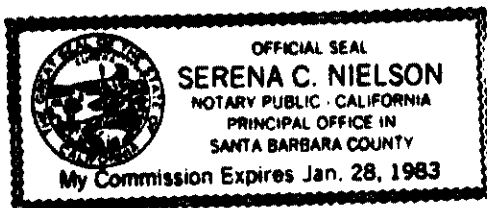
IN WITNESS WHEREOF, the undersigned has executed this
Certificate this 26th day of APRIL, 1982.


LIMITED PARTNER:


JOHN E. MULLINS

STATE OF CALIFORNIA)
 : ss.
County of Santa Barbara)

I, Serena C. Nielson, a Notary Public, do hereby
certify that on this 26th day of April, 1982, personally
appeared before me JOHN E. MULLINS, who, being by me first
duly sworn, declared that he is a Limited Partner of Aspen
Manor Land Company, a limited partnership, and that he signed
the foregoing document as a Limited Partner of the limited
partnership, and that the statements therein contained are
true.




Notary Public for the State of Calif.
Residing at Santa Barbara, Calif.
My commission expires 1-28-83

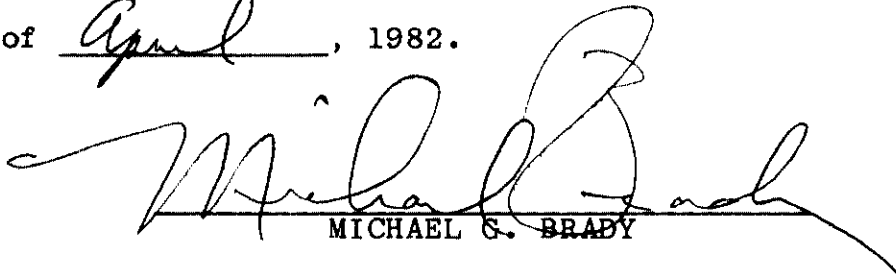
(SEAL)

13. In the event of death of the General Partner,
the Partnership shall be dissolved.

14. No Limited Partner has a right to demand or receive
property other than cash in return for his contribution.

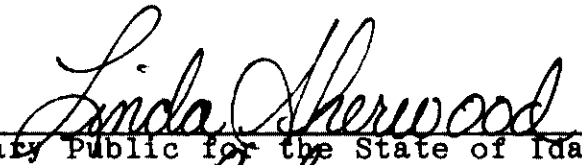
IN WITNESS WHEREOF, the undersigned has executed this
Certificate this 21st day of April, 1982.

LIMITED PARTNER:


MICHAEL G. BRADY

STATE OF IDAHO)
 : ss.
County of Ada)

I, Linda Sherwood, a Notary Public, do hereby
certify that on this 21st day of April, 1982, personally
appeared before me MICHAEL G. BRADY, who, being by me first
duly sworn, declared that he is a Limited Partner of Aspen
Manor Land Company, a limited partnership, and that he signed
the foregoing document as a Limited Partner of the limited
partnership, and that the statements therein contained are
true.


Notary Public for the State of Idaho
Residing at Eagle, Idaho
My commission expires 6/22/82

(SEAL)

13. In the event of death of the General Partner,
the Partnership shall be dissolved.

14. No Limited Partner has a right to demand or receive
property other than cash in return for his contribution.

IN WITNESS WHEREOF, the undersigned has executed this
Certificate this 30 day of April, 1982.

LIMITED PARTNER:

Gary D. Williams
GARY D. WILLIAMS

STATE OF OREGON)
 : ss.
County of Malheur)

I, EARL S. BLACKABY, a Notary Public, do hereby
certify that on this 30th day of April, 1982, personally
appeared before me GARY D. WILLIAMS, who, being by me first
duly sworn, declared that he is a Limited Partner of Aspen
Manor Land Company, a limited partnership, and that he signed
the foregoing document as a Limited Partner of the limited
partnership, and that the statements therein contained are
true.

Earl S. Blackaby
Notary Public for the State of Oregon
Residing at Ontario, Oregon
My commission expires 4-11-86

(SEAL)

13. In the event of death of the General Partner,
the Partnership shall be dissolved.

14. No Limited Partner has a right to demand or receive
property other than cash in return for his contribution.

IN WITNESS WHEREOF, the undersigned has executed this
Certificate this 26 day of April, 1982.

LIMITED PARTNER:

Robert C. Emmons
ROBERT C. EMMONS

STATE OF IDAHO)
 : ss.
County of Washington)

I, Walter Kerfoot, a Notary Public, do hereby
certify that on this 26 day of April, 1982, personally
appeared before me ROBERT C. EMMONS, who, being by me first
duly sworn, declared that he is a Limited Partner of Aspen
Manor Land Company, a limited partnership, and that he signed
the foregoing document as a Limited Partner of the limited
partnership, and that the statements therein contained are
true.

Walter Kerfoot
Notary Public for the State of Idaho
Residing at Wesley, Idaho
My commission expires 10-15-82

(SEAL)

13. In the event of death of the General Partner,
the Partnership shall be dissolved.

14. No Limited Partner has a right to demand or receive
property other than cash in return for his contribution.


IN WITNESS WHEREOF, the undersigned has executed this
Certificate this 26th day of April, 1982.

LIMITED PARTNER:


MICHAEL K. BLACKABY

STATE OF OREGON)
 : ss.
County of Malheur)

I, Ron Rettig, a Notary Public, do hereby
certify that on this 26th day of April, 1982, personally
appeared before me MICHAEL K. BLACKABY, who, being by me first
duly sworn, declared that he is a Limited Partner of Aspen
Manor Land Company, a limited partnership, and that he signed
the foregoing document as a Limited Partner of the limited
partnership, and that the statements therein contained are
true.


Notary Public for the State of Oregon
Residing at Ontario, Oregon
My commission expires 8-15-82

(SEAL)

13. In the event of death of the General Partner,
the Partnership shall be dissolved.

14. No Limited Partner has a right to demand or receive
property other than cash in return for his contribution.


IN WITNESS WHEREOF, the undersigned has executed this
Certificate this 27TH day of APRIL, 1982.

LIMITED PARTNER:


THOMAS H. SWEET

STATE OF IDAHO)
 : ss.
County of Washington)

I, Richard E. Johnson, a Notary Public, do hereby
certify that on this 27TH day of APRIL, 1982, personally
appeared before me THOMAS H. SWEET, who, being by me first
duly sworn, declared that he is a Limited Partner of Aspen
Manor Land Company, a limited partnership, and that he signed
the foregoing document as a Limited Partner of the limited
partnership, and that the statements therein contained are
true.


Notary Public for the State of Idaho
Residing at WEISER, Idaho
My commission expires 7-1-85

(SEAL)

13. In the event of death of the General Partner,
the Partnership shall be dissolved.

14. No Limited Partner has a right to demand or receive
property other than cash in return for his contribution.

IN WITNESS WHEREOF, the undersigned has executed this
Certificate this 28 day of April, 1982.

CUTLER BROS., a Partnership

LIMITED PARTNER:

By Ross Cutler
ROSS CUTLER

STATE OF OREGON)
 : ss.
County of Malheur)

I, Norman R. Rife, a Notary Public, do hereby
certify that on this 28 day of April, 1982, personally
appeared before me ROSS CUTLER, manager of Cutler Bros., a partner-
ship, who, being by me first duly sworn, declared that he is a
Limited Partner of Aspen Manor Land Company, a limited partnership,
and that he signed the foregoing document as a Limited Partner
of the limited partnership, and that the statements therein
contained are true.

Norman R. Rife
Notary Public for the State of Oregon
Residing at Ostons, Oregon
My commission expires 4-16-85

(SEAL)