

**ARTICLES OF INCORPORATION
OF
VIDA GLENN SUBDIVISION WATER USERS ASSOCIATION, INC.**

FILED
98 DEC 22 AM 9:09
CLERK OF STATE
STATE OF IDAHO
12/22/1998 09:09
BY 22218 CT: 15675 MW: 172390
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In compliance with the requirements of Title 30, Chapter 3, of the Idaho Code, the undersigned, as owners of lots situated within VIDA GLENN SUBDIVISION in Canyon County, Idaho, legally described as follows:

"Vida Glenn Subdivision" as described on the official plat on file in the office of the Canyon County Recorder, Canyon County, State of Idaho, as shown by Block 14, at Page 31 of Plats, records of Canyon County, Idaho. This subdivision contains Lots 1 through 11 of Block 1 and Lots 1 through 11 of Block 2 of the Vida Glenn Subdivision.

and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is VIDA GLENN SUBDIVISION WATER USERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

The registered office of the Association is located at 502 W 5th Street North, Middleton, Idaho 83644.

ARTICLE III

CHARLOTTE ZESIGER, whose address is 502 W 5th Street North in Middleton, Idaho 83644, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, repair, and improvement of the water system and maintenance, repair, improvement, preservation and/or architectural control of any common area now owned or hereafter acquired, within that certain tract of property described as Vida Glenn Subdivision, in Middleton, Canyon, County, Idaho, and to promote the health, safety and welfare of the residents within the above-described subdivision and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Protective Covenants and Restrictions recorded in the Office of the Canyon County Recorder on June 6, 1978, as Instrument No. 832840, and Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Office of the Canyon County Recorder on November 28, 1994, as Instrument No. 9435592, First Amendment recorded February 18, 1997, as Instrument No. 9704867, Second Amendment recorded November 14, 1997, as Instrument No. 9738957, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all charges or assessments pursuant to the terms of the Declaration; 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;

(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 affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the water system or common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under a Non-Profit corporation Law of the State of Idaho by law may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

Each lot owner, or representative of the lot owner, shall be entitled to one vote. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME

ADDRESS

CHARLOTTE ZESIGER, Chairman

502 W 5th St, North
Middleton, ID 83644

KIP CROFT, Vice Chairman

401 W Concord St
Middleton, ID 83644

CHERI PRICE, Secretary

415 W Concord St
Middleton, ID 83644

ARTICLE VIII

DISSOLUTION

The Association may be dissolved by unanimous written consent or corporate resolution approved by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

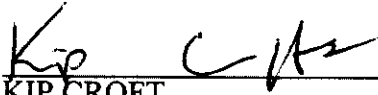
ARTICLE X
AMENDMENTS

Amendment to these Articles shall require the assent of two-thirds (2/3) of the entire membership.

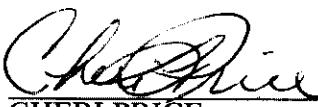
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Idaho, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 20th day of December 1998.



CHARLOTTE ZESIGER



KIP CROFT

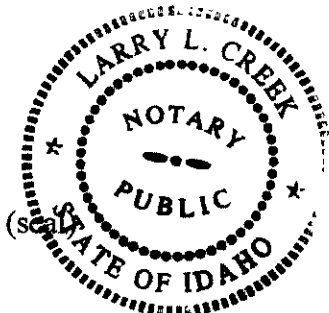


CHERI PRICE

STATE OF IDAHO)
)ss.
County of Canyon)

On this 20th day of December, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLOTTE ZESIGER, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

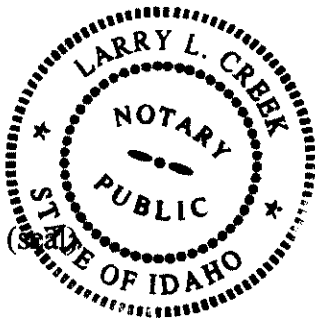


Larry L. Clark
NOTARY PUBLIC FOR IDAHO
Residence: Boise, ID
My Commission Expires: 10/5/00

STATE OF IDAHO)
)ss.
County of Canyon)

On this 20th day of December, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared KIP CROFT, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Larry R. Roubal
NOTARY PUBLIC FOR IDAHO
Residence: *Bonne, ID*
My Commission Expires: *10/5/00*

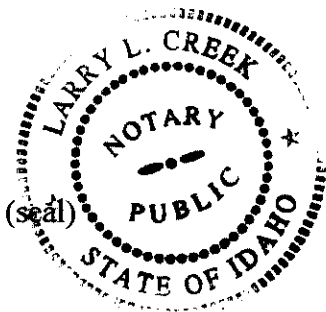
STATE OF IDAHO)

)ss.

County of Canyon)

On this 20th day of December, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared CHERI PRICE, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



A handwritten signature in cursive script, appearing to read "Larry L. Creek", written over a horizontal line.

NOTARY PUBLIC FOR IDAHO

Residence: Boise, ID

My Commission Expires: 10/5/00