

9/407



Department of State.

**CERTIFICATE OF INCORPORATION
OF**

BARRETT HILLS ESTATES HOMEOWNERS ASSOCIATION, INC.

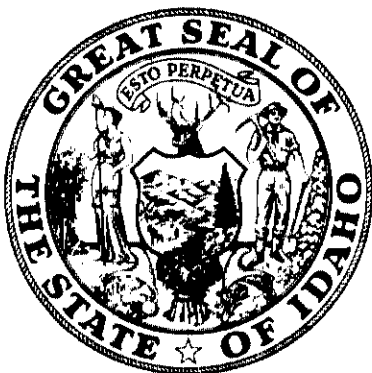
I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of _____

BARRETT HILLS ESTATES HOMEOWNERS ASSOCIATION, INC.

duly signed pursuant to the provisions of the Idaho Nonprofit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated February 06, 19 90.



Pete T. Cenarrusa

SECRETARY OF STATE

Elizabeth M. Babala

Corporation Clerk

ARTICLES OF INCORPORATION

OF

RECEIVED
SEC. OF STATE

'90 FEB 6 AM 8 57

BARRETT HILLS ESTATES HOMEOWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned all being citizens of the United States of America and of full age, have this day voluntarily associated ourselves together for the purpose of forming a non-profit corporation without capitol stock, under the laws of the State of Idaho, Title 30, Section 301 et seq., and do hereby mutually agree to adopt the following Articles of Incorporation, to-wit:

ARTICLE 1

NAME OF ASSOCIATION

The Association shall be known as and conduct business under the name and title of "BARRETT HILLS ESTATES HOME OWNERS ASSOCIATION, INC". It is hereinafter referred to as "Association".

ARTICLE 2

LEGAL DESCRIPTION OF AREA OF APPLICATION

1. The area of application shall be all of the parcels in the BARRETT HILLS ESTATES PLANNED UNIT DEVELOPMENT as filed of record of in the Office of the County Recorder, Canyon County, Idaho, at Book 18, Page 59, of Plats, on the 17th day of JANUARY, 1988.

2. One parcel of land which has been designated as common ground for the well sites (see legal description Attachments 1) the well, the water system, the main

distribution lines (does not include personal lines to water owner's parcels) and other structures built or to be built and owned by the Association and not held by any other means.

ARTICLE 3

PURPOSE OF THE ASSOCIATION

1. The purpose of the Association shall be to conduct the business of BARRETT HILLS ESTATES HOME OWNERS ASSOCIATION, INC., pertaining to the covenants, and the property known as BARRETT HILLS ESTATES PLANNED UNIT DEVELOPMENT including the following:

- a. the mutual and beneficial use of the land;
- b. the quality and harmony of external design of structures;
- c. the supervision and management of a community water system for sprinkler irrigation purposes and to acquire, maintain, expand, improve and repair water sources and systems and conduct all business necessary or instrumental to the same.
- d. to make assessments and charges to cases to members of the Association for any and all of the purposes of the Association. To collect and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the by-laws, these Articles and to laws of the State of Idaho.
- e. to perform any lawful act necessary or advisable in the furtherance of the Association and permitted by non-profit corporations.

ARTICLE 4

MEMBERS OF THE ASSOCIATION

SECTION 1. MEMBERS

The membership of the Association shall consist of all property owners in the BARRETT HILLS ESTATES HOMEOWNERS ASSOCIATION, INC.

Every person including spouses or entity which is a record owner of a fee or undivided fee interest in any lot in said BARRETT HILLS ESTATES PLANNED UNIT

DEVELOPMENT is a member of the Association; however, the foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Membership and voting shares in the Association shall be appurtenant to each lot above described, and no such membership or share shall be separated or severed from the land to which it is appurtenant or sold or transferred separate and apart from said land, and the ownership of a lot described herein shall be determinative of the rights to exercise the powers of membership in the Association, within such limitations as are herein provided for, and such membership and voting rights shall pass and inure to the benefit of any person who shall become the owner of any lot described herein. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

The Association shall be the body charged with the overall management, operation and supervision of the properties of the Association, and each lot owner delegates full authority to the Association for this purpose.

SECTION 2. VOTING PRIVILEGES

Each member shall have one vote for each lot owned.

ARTICLE 5

NON-PROFIT ASSOCIATION

SECTION 1. NON-PROFIT

This Association is a non-profit corporation and no dividends or pecuniary profits shall be declared to the members thereof.

ARTICLE 6

DURATION

The duration of this corporation shall be perpetual.

ARTICLE 7

DIRECTORS AND OFFICERS

SECTION 1. AFFAIRS

The affairs of the Association shall be managed by a Board of Directors of not less than five (5) members, all of whom shall be members in good standing of the Association. The number, qualifications, term of office,, manner of election, powers and duties of directors shall be as may be prescribed by law, these Articles and such by-laws as from time to time may be enforced. The initial directors of the Association are:

NAME

ADDRESS

GORDON BARRETT

15359 Riverside
Caldwell, Idaho 83605

ELSIE FUNK

2308 Terrace Drive
Caldwell, Idaho 83605

MERWIN FUNK

2308 Terrace Drive
Caldwell, Idaho 83605

BARBARA PLESHA

2374 Chuckanut Lane
Bellingham, WA 98036

JOHN PLESHA

2374 Chuckanut Lane
Bellingham, WA 98036

SECTION 2. SUCCESSORS

The initial Board of Directors shall serve until their successors have been elected and qualified.

SECTION 3. APPOINTMENT OF OFFICERS

The Board of Directors shall appoint a minimum of three (3) officers. A President, Vice President and Secretary-Treasurer and as many officers and agents as they may deem necessary to conduct the business of the Association. The officers and agent may, or may not, be members of the Association or the Board of Directors.

SECTION 4. ADDRESS OF CORPORATION

The street address of the initial registered office of the Association and the name of its initial registered agent at such street address is ELSIE FUNK, 2308 Terrace Drive, Caldwell, Idaho 83605.

ARTICLE 8

ASSESSMENTS OF MEMBERS

1. The Association shall have the power to suspend either the membership or the voting rights, or both, of any member for such periods of time as his payment assessment and/or other bills that have been fixed as proper accounts payable by the association are not paid; and the right to receive water of the water system can be suspended and shut off when said assessment bills are not timely paid and said service shall be restored promptly upon payment of any such assessments or bills.

2. Each owner of a lot in said subdivision hereby, and hereafter, by acceptance of a deed to property in the subdivision, covenants and agrees to pay when due all regular and special assessments as may be charged by the Association from time to time. All such assessments together with interest, costs and attorney's fees which may be incurred in collecting assessments shall be a charge on the land and shall be a continuing lien upon each lot or other property owned by an owner in the subdivision against which each such assessment is made, and shall also be the personal obligation of the owner of

each parcel of real property or lot at the time when the assessment became due and payable. No owner may waive or otherwise avoid liability for any assessment of any property in the subdivision or by abandonment of his or her lot. Regular and special assessments shall be made by the Association at times and intervals deemed appropriate by the Board of Directors of the Association. All assessments shall be due in cash as of the due date as fixed by the Directors. All assessments not paid by an owner in a timely manner shall bear interest at the rate of 12% per annum from each assessment's due date. All assessments shall be fixed at a uniform rate for all of the owners subject thereto.

The right to collect and enforce payment of the assessments made by the Association is vested in the Association. Each owner of a parcel of real property in the subdivision hereby agrees to the enforcement of the payment of all assessments in the manner as herein provided or as otherwise provided by Idaho law. Each owner agrees to pay the reasonable court costs and attorneys' fees incurred in the collection of all assessments due hereunder. The Association may either foreclose its lien as herein provided or it may institute a suit to recover a money judgment for any unpaid assessments and costs without foreclosing or waiving the lien.

There is hereby created a continuing claim of lien with power of sale on each and every lot to secure payment of any and all assessments levied against any or all lots and other real property in the subdivision pursuant to these covenants, together with interest thereon at the rate of 12% per annum if not paid when due and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees and court costs. The liens shall be prior and superior to all other liens or claims created subsequent to the recording of a claim of lien except only for valid tax and special assessment liens on lots in favor of any governmental unit or assessing authority and any lien for sums unpaid and secured by a first mortgage or first deed of trust duly recorded with the County Recorder prior to the assessment lien being recorded including all unpaid obligatory advances to be made pursuant to such first mortgage or first deed of trust and all amounts advanced pursuant to such first mortgage or first deed of trust and secured by the lien thereof in accordance with the terms of such instrument. All other lienholders acquiring liens on any lot after the recording of these covenants shall be deemed to consent that such liens shall be inferior liens to the lien for assessments levied by the Association whether or not such consent is specifically set forth in the instruments creating such liens.

3. Assessments of the Association shall be fixed in amount by a majority vote of the members.

ARTICLE 9

COMMITTEES

1. The committees of the BARRETT HILLS ESTATES HOMEOWNERS ASSOCIATION, INC. follows:

- a. The Architectural Control Committee
- b. The Agricultural Use Committee
- c. The Irrigation Water System Committee

2. Such additional committees as may be desirable may be created and appointed by the members of the Association.

3. Members of the committees shall be appointed by vote of the members.

ARTICLE 10

INDEMNIFICATION OF BOARD MEMBERS

1. Each member of the Board of Directors of the Association, its officers, and each member of any committee of the Association shall be indemnified by the owners of the subdivision against all expenses and liabilities, including attorneys' fees and costs, reasonably incurred by or imposed in connection with any proceeding to which any member may be a party, or in which any member may be involved by reason of being, or having been a member of the Board of Directors or an officer of the Association or of any committee of the Association, or any settlement thereof, whether or not such person is actually a member of any such board or committee or an officer at the time of such expense or liability is incurred, except in such cases where such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties.

2. Invalidation of any of these articles by judgment or court order shall no wise effect any other provision, which shall remain in full force and effect.

ARTICLE 11

ENFORCEMENT

1. The Association, or any owner or the owner of any recorded mortgage or Deed of Trust upon any part of said premises referred to in this agreement shall have the right to enforce, by any proceeding at law or inequity, all restrictions, conditions, reservations, liens, and charges now or hereafter imposed by the provisions of these articles. Failure of the Association, or any owner to enforce any restriction hearing shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 12

NAMES OF INCORPORATORS

1. The names and addresses of the incorporators of this Association are as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|---------------------|--|
| GORDON S. BARRETT | 15359 Riverside Caldwell, ID 83605 |
| LAWRENCE S. BARRETT | 78-6065 Mamalahoa Hwy. Holualoa, HI 96725 |
| BARBARA B. PLESHA | 2374 Chuckanut Lane Bellingham, WA 98036 |
| ELSIE B. FUNK | 2308 Terrace Drive Caldwell, ID 83605 |

ARTICLE 13

AMENDMENTS

The Association reserves a right to amend, alter, change or appeal any provisions contained in these Articles of Corporation in the manner, now, or hereafter prescribed by law, by two-thirds vote of the members present at any meeting duly called for that purpose.

ARTICLE 14

BY-LAWS

All other provisions for conducting the business and affairs of the Association, including meetings, other rights and privileges and liabilities of membership, shall be set forth in the By-Laws of the Association.

DATED: This 26 day of September, 1989.


GORDON S. BARRETT


LAWRENCE S. BARRETT


BARBARA B. PLESHA


ELSIE B. FUNK

STATE OF IDAHO)
) SS:
COUNTY OF CANYON)

On this 6th day of November, 1989, before me, a Notary Public, in and for said State, personally appeared GORDON S. BARRETT known or identified to me to be the person whose name is subscribed to the within 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.

Clara Luit
Notary Public for Idaho
Residing at Galdwell, Idaho Nampa
Commission Expires: 8/11/92

STATE OF HAWAII)
) SS:
COUNTY OF Hawaii)

On this 30th day of October, 1989, before me, a Notary Public, in and for said State, personally appeared, LAWRENCE S. BARRETT, known or identified to me to be the person whose name is subscribed to the within 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.

Toni Claire Harris
Notary Public for Hawaii
Residing at Kailua-Kona, Hawaii
Commission Expires: 5/4/90

13

STATE OF WASHINGTON)
) SS:
COUNTY OF Whatcom)

On this 26 day of October, 1989, before me, a Notary Public, in and for said State, personally appeared BARBARA B. PLESHA, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

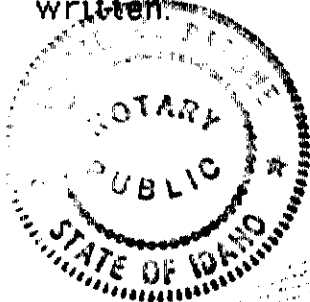
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

William Menden
Notary Public for Washington
Residing at Bow, Washington
Commission Expires: 3-25-91

STATE OF IDAHO)
) SS:
COUNTY OF CANYON)

On this 1 day of November, 1989, before me, a Notary Public, in and for said State, personally appeared ELSIE B. FUNK, known or identified to me to be the person whose name is subscribed to the within 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.



Leslie M. Parker
Notary Public for Idaho
Residing at Caldwell, Idaho
Commission Expires: 7-24-94