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**ARTICLES OF INCORPORATION**

**OF**

SECRETARY OF STATE  
STATE OF IDAHO

**THE MEADOWS AT FALL CREEK, INC.**

**July 27, 2006**

The undersigned, acting as incorporator of a nonprofit corporation organized under and pursuant to the Idaho Non-Profit Corporation Act, as amended, hereby adopts the following Articles of Incorporation.

**ARTICLE I**

The name of the Corporation (herein "association" or "corporation") is THE MEADOWS AT FALL CREEK, INC., an Idaho non-profit corporation.

**ARTICLE II**

The corporation shall be a nonprofit corporation.

**ARTICLE III**

The period of duration of the corporation is perpetual.

**ARTICLE IV**

The address of the initial registered office is 636 Jeffres Lane, Sandpoint, Idaho, 83864, and the name of the initial registered agent at this address is Gary C. Williams.

**ARTICLE V**

This Association does not contemplate the distribution of gains, profits, or dividends to its Members. The specific primary purpose for which this corporation is formed is to provide for a home owners association, which shall be responsible for assessments and collection of funds from members to defer costs incurred in relationship to the maintenance, upkeep, repairs and/or improvements to the Meadows at Fall Creek as recorded in the records of Boundary County.

The jurisdiction of the initial incorporator is pursuant to those declarations, covenants, conditions restrictions of record and on the face of the plat of The Meadows at Fall Creek. This shall not limit or restrict the ability of the incorporator to add additional properties and/or parcels as permitted.

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In furtherance of said purposes, and subject to the approval of the Members, this Association shall have power to:

- (a) Perform all of the duties and obligations of the Association as set forth in the covenants;
- (b) Fix levy, collect and enforce assessments and fines as set forth in the covenants and bylaws;
- (c) Pay all expenses and obligations incurred by the Association in the conduct of its business, including, without limitation, all licenses, taxes or governmental charges levies or imposed against the Association property;
- (d) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, exchange, transfer, dedicate for public and/or Association use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (e) Make contracts and incur liabilities, borrow money and mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (f) Dedicate, sell, transfer, or grant easements over all or any part of the subject property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members;
- (g) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional property to the roads managed by the Association.
- (h) Have and exercise any and all powers, rights, and privileges which a corporation organized under the Nonprofit Corporation Act of the State of Idaho by law may now or hereafter have or exercise.

## **ARTICLE VI**

1. **Non-stock Corporation:** Participation in management and ownership of the Association shall be by Membership only. The Association shall issue no stock and shall have no shareholders.
2. **Membership:** The total number of Memberships shall equal the total number of parcels or lots. Currently, the total number of parcels or lots is 42. The Owner of a parcel or lot shall automatically, upon becoming an Owner, be a Member of the Association, and shall remain a Member thereof until such time as his/her ownership ceases for any reason, at which time his/her Membership in the Association shall automatically cease. Membership shall be in accordance with the Articles of Incorporation and the Bylaws of the Association.

3. **Transferred Membership:** Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the transfer of ownership of the parcel or lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any parcel or lot should fail or refuse to transfer the Membership registered in his/her name to the purchaser of his/her parcel or lot, the Association shall have the right to record the transfer upon its books and thereupon the old Membership outstanding in the name of the seller shall be null and void.
4. **One Class of Membership: Voting Right:** The Association shall have one (1) class of voting Membership, with one (1) vote being attributable to each parcel or lot on all matters submitted to the Association Membership for vote.
5. **Voting Requirements:** Except where otherwise expressly provided in the covenants, these Articles of Incorporation, or the Bylaws, any action by the Association which must have the approval of the Association Membership before being undertaken, shall require the vote or written assent of the prescribed percentage of a quorum of the total voting power of the Association.
6. **Limitation of Payment to Dissenting Member:** Membership in the Association is appurtenant to and cannot be segregated from ownership of a parcel or lot with the jurisdiction of the Association. Except upon dissolution of the Association, a dissenting Member shall not be entitled to any return of any contribution or other interest in the Association.

## ARTICLE VII

The affairs of the corporation shall be managed by its Board of Directors. The number of Directors serving on the Board of Directors shall be fixed in accordance with the Corporation's Bylaws, but shall not be less than three (3) following the initial Directors meeting. Other than the Directors constituting the initial Board of Directors, who are designated in these Articles, the Directors shall be elected by the Members of the Corporation in the manner and for the term provided in the Bylaws of the Corporation.

The names and street addresses of the persons constituting the initial Board of Directors are:

NAME	ADDRESS
Gary C. Williams	636 Jeffres Lane, Sandpoint, ID 83864
Karen K. Williams	636 Jeffres Lane, Sandpoint, ID 83864
John Yeager	14748 Tyler Road, Valley Center, CA 92082

## ARTICLE VIII

An officer or manager of the Association shall not be personally liable to the Association for monetary damages arising from any conduct, except for liability arising from (i) acts or omissions involving intentional misconduct or a knowing violation of law by the officer or manager; or (ii) any transaction from which the officer or manager will personally receive a benefit of money, property, or services to which the officer or manager is not legally entitled.

The Association has the power to indemnify, and to purchase and maintain insurance for, its managers, officers, trustees, employees, and other persons and agents. Without limiting the generality of the foregoing, the Association shall indemnify its officers or managers against all liability, damages, and costs or expenses (including attorney fees) arising from or in any way connected with service for, employment by, or other affiliation with this Association to the maximum extent and under all circumstances permitted by law.

## ARTICLE IX

In the event of the dissolution, liquidation, or winding up of the Association, after paying or adequately providing for the debts and obligations of the Association, the managers or person in charge of the liquidation shall divide the remaining assets among the members in accordance with their respective rights thereto.

## ARTICLE X

The name and street address of the incorporator is GARY C. WILLIAMS, 636 Jeffres Lane, Sandpoint, Idaho, 83864.

## ARTICLE XI

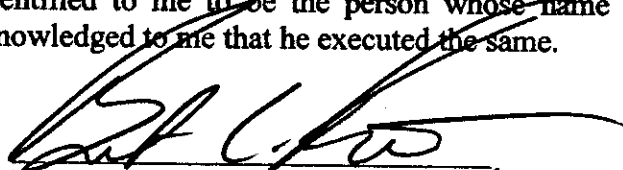
Provisions for the regulation of the internal affairs of the Corporation shall be set forth in the Bylaws.

Dated this 7-27-06 day of July, 2006.

  
GARY C. WILLIAMS  
Incorporator

STATE OF IDAHO )  
 ) ss:  
County of Bonner )

On this 27<sup>th</sup> day of July, 2006, before me, the undersigned Notary Public, personally appeared Gary C. Williams, 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.

  
Notary Public for the State of Idaho  
Residing at: Grainfield, Id  
Commission Expires: 1-21-2011

