

State of Idaho



CERTIFICATE OF INCORPORATION OF

CENTRAL COMMUNITY CENTER 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 _____

CENTRAL COMMUNITY CENTER 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.

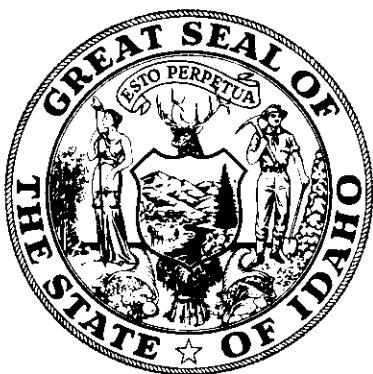
ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of
Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated July 25, _____, 19 84.



SECRETARY OF STATE

Corporation Clerk



JUL 25 8 39 AM '84

SECRETARY OF STATE

ARTICLES OF INCORPORATION

JUL 19 8 36 AM '84

SECRETARY OF STATE

OF

CENTRAL COMMUNITY CENTER HOMEOWNERS ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, citizens of the United States and of lawful age, voluntarily do associate ourselves for the purpose of forming a non-profit corporation under the provisions of Title 30, Idaho Code, and all other laws of the State of Idaho pertaining thereto, and we hereby certify as follows:

ARTICLE I

The name of this Corporation shall be CENTRAL COMMUNITY CENTER HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

The ~~registered~~ office of this Corporation shall be located at the Central Community Center, Filer, Idaho.

ARTICLE III

The Association is organized not for pecuniary gain or profit but for the specific purpose to provide for the maintenance, preservation and architectural control of the residential lots and dwellings thereon and the ownership, maintenance, preservation and control of the common area within that certain tract of land located in Twin Falls County, Idaho, more particularly described on "Exhibit A" attached hereto and by this reference incorporated in these Articles of Incorporation as if set out in full, and to promote the health, safety and welfare

of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and 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 Covenants, Conditions, and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Office of County Recorder of Twin Falls County, Idaho, and as the same may be amended from time to time as therein provided, said Declaration being attached to these articles, marked "Exhibit B" and incorporated herein as if set out in full;

(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 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 assent of three-fourths (3/4) of each class of the members of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of the

Association's real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the 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 of the Association. Provided, however, that no such dedication or transfer shall be effective unless an instrument has been signed by three-fourths (3/4) of each class of the members of the Association agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other non-profit 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 three-fourths (3/4) of each class of the members of the Association;

(g) Have and exercise any and all powers, rights and privileges which a corporation organized as a non-profit corporation under and pursuant to the laws of the State of Idaho may now or hereafter have or exercise.

ARTICLE IV

Notwithstanding any other provision of these Articles of Incorporation, in the event this Association is deemed to be exempt from taxes by reason of any provision of the Internal Revenue Code, this Association shall not carry on any activities not permitted to be carried on by the provisions of the Internal

Revenue Code relating to and pursuant to which such tax exemption is granted.

ARTICLE V

This Association shall have perpetual existence.

ARTICLE VI

The total authorized number of memberships in the Association shall be equal to the number of individual lots designated for dwelling units (hereafter called "lot" or "lots") in Central Community Center comprised of the real property described in Article III of these Articles. As presently planned the total number of membership shall be twenty-eight (28). In the event of re-subdivision, annexation, sale, merger, or any other cause the number of said lots is increased or decreased the number of authorized memberships shall be increased or decreased accordingly without formal amendment of these Articles of Incorporation.

Every person or entity who is a record owner of a fee or undivided fee interest in any lot within the subdivision is a member of the Association, provided that in cases where there are more than one person or entity owning a lot or any interest therein each such person or entity shall share the one membership in the same proportion as ownership of the lot is shared. The foregoing is not intended to include persons or entities who hold an interest in a lot 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 and the transfer of title to any

lot shall also transfer ownership of and title to the membership. Certificates of membership shall be issued to each member by the Association.

ARTICLE VII

The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall be all owners of single family attached and single family detached units and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all joint owners shall share the membership appurtenant to the lot owned. The vote for such a lot shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any lot.

Class B: Class B Members shall be the Declarant (as defined in the Declaration) and shall be entitled to ten (10) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership.

ARTICLE VIII

The number of Directors of the Association shall not be less than five (5) nor more than seven (7), who need not be members of the Association, and the number, qualifications, and terms of office, manner of election, time and place of calling meetings, and powers and duties of the Directors, shall be prescribed in

the By-laws of the Association. The Board of Directors shall have the power to conduct all of the affairs of this Association. The names and addresses of the initial Board of Directors are:

David T. Armstrong	2188 Addison Avenue East
	Twin Falls, Idaho 83301
Donna J. Armstrong	2188 Addison Avenue East
	Twin Falls, Idaho 83301.

ARTICLE IX

The officers of this Association shall be a President, Vice-President, Secretary and Treasurer, and such other officers as the Board of Directors shall deem necessary. Any of the officers mentioned herein may, as permitted by law, be combined in one person. Each of the officers shall have such powers as are conferred by the By-Laws of the Association.

ARTICLE X

An annual meeting of the membership of the Association shall be held upon a date provided for in the By-Laws of the Association.

ARTICLE XI

The Association must be dissolved with the adoption by unanimous written consent of the members or by resolution at a meeting. 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 XII

These Articles of Incorporation may be amended by a three-fourths (3/4) majority vote of each class of the members of the Association eligible to vote who are present at any regularly called meeting of the Association, provided that the substance of the proposed amendment has been submitted with one of the notices for the meeting.

ARTICLE XIII

The names and residences of the subscribers of these Articles of Incorporation are as follows:

David T. Armstrong P. O. Box 820

Twin Falls, Idaho 83303

Donna J. Armstrong P. O. Box 820

Twin Falls, Idaho 83303

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures on the 11th day of July, 1984.

DAVID T. ARMSTRONG

DONNA J. ARMSTRONG

REGISTERED AGENT: David T. Armstrong
2188 Addison Avenue East
Twin Falls, Idaho 83301

STATE OF IDAHO)
)
County of Twin Falls)

On this 17th day of July, in the year 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID T. ARMSTRONG and DONNA J. ARMSTRONG, husband and wife, known to me, or identified to me, to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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



NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls, Idaho

EXHIBIT "A"

to

ARTICLES OF INCORPORATION

of

CENTRAL COMMUNITY CENTER HOMEOWNERS ASSOCIATION, INC.

Block No. 31, FILER Townsite, City of Filer, County of
Twin Falls, State of Idaho.

EXHIBIT "B"
 to
ARTICLES OF INCORPORATION

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DECLARATION OF
COVENANTS, CONCILIATIONS AND RESTRICTIONS

QE

CENTRAL COMMUNITY CENTER HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by David T. and Donna J. Armstrong, Twin Falls, Idaho hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant did on July 12, 1964, record in the office of the Recorder of Twin Falls County in Twin Falls of Official Records a subdivision plat of the real property described on "Exhibit A", attached hereto and by this reference incorporated herein which real property is located in Twin Falls County, State of Idaho.

SEE EXHIBIT A

WHEREAS, Declarant is still the owner of said real property more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in said Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1: "Association" shall mean and refer to the CENTRAL COMMUNITY CENTER HOMEOWNERS ASSOCIATION, INC., its assigns and successors.

Section 1.2: "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3: "Properties" shall mean and refer to that certain real property described in Exhibit A attached hereto, within the jurisdiction of the Association.

Section 1.41 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association is described on "Exhibit B" attached hereto and by this reference incorporated herein.

Section 1.51 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 1.51 "Declarant" shall mean and refer to David L. and Donna J. Armstrong, their successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 2.11 OWNERSHIP_OF_PROPERTIES Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be apportioned to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid, said suspension shall not exceed a period of thirty (30) days and for a period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association following notice and hearing;

(c) The right of the Association to dedicate or transfer all or any part of the 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 signed by three-fourths (3/4) of each class of members agreeing to such dedication or transfer has been recorded;

(d) The right of individual owners to the exclusive use of parking spaces within the Common Area, which shall be assigned by the Association and shall be as near and convenient to the Lot owned by such Owner as reasonably possible, together with the right of ingress and egress to and from such parking spaces.

Section 2.21 DELEGATION_OF_USE Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the

Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the lot.

Section_2.3: EXTENT_OF_MUTUAL_EASEMENTS: The rights and easements of enjoyment by the Owner of each Lot and the title of the Owner of each Lot shall be subject to the right of the Owners of every other Lot to an exclusive easement on and over said Lot to areas occupied by fireplaces, roof overhangs, air conditioning compressors, decks, balconies, flower boxes, and other appurtenances, use of common utility installation and other appurtenances, which are part of the original construction of any Living Unit or each Lot when necessary to maintain, repair or replace said described improvements or appurtenances.

Section_2.4: EXTENT_OF_ASSOCIATION_EASEMENTS: The rights and easements of enjoyment by the Owner of each Lot and the title of such owner in said Lot shall be subject to the rights of the Association to an exclusive easement on and over said Lot for the purpose of installation and maintenance of the Common Area including utilities serving the Common Area.

Section_2.5: OWNER'S_MAINTENANCE_EASEMENTS: In addition to the mutual easements set forth in Section 2.3 herein, the Owner of each Lot improved with a building adjoining a building, or buildings on an adjacent Lot or Lots, shall have a right of way and easement on and over that portion of said adjacent Lot or Lots not occupied by a building for the purpose of maintaining the exterior walls of said Owner's building.

ARTICLE_III

USE_AND_REGULATION_OFUSES

Section_3.1: USE: (a) Each Lot shall be used for single family residential uses only, on an ownership, rental or lease basis; and for the typical social, recreational or other reasonable uses normally incident to such residential use, and also for such additional uses or purposes as are from time to time determined appropriate by the Board of Directors for the Association. One or more Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude use by the Declarant for any purposes permitted under this Section, and the Declarant may conduct sales and promotional activities with respect to the sale of the Lots on any Lot or Lots owned by the Declarant;

(b) Parking spaces are restricted to use of parking of operative motor vehicles; inoperative motor vehicles and other items and equipment shall be parked only in those areas designated by the Board of Directors of the Association. The Board may require removal of any inoperative vehicle, or any unsightly

vehicle, and any other item or equipment improperly stored. If the same is not removed, the Board may cause its removal at the risk and expense of the owner thereof;

(c) Nothing shall be done or kept in any Lot or improvement on any Lot which will threaten the cancellation of any insurance or increase the rate of insurance on the Common Area or other Lots or improvements thereon without the prior written consent of the Board of Directors of the Association;

(d) No noxious or offensive activity shall be carried on on any Lot, or improvement thereon, or in the Common Area, nor shall anything be done thereto which may be or become an annoyance or nuisance to other Owners;

(e) By majority vote of the Board of Directors of the Association or of each class of members of the Association, detailed administrative rules and regulations, "house rules", or rules of conduct necessary or convenient to regulate the use and enjoyment of the Common Area or to insure compliance with the general guidelines of this Article may be passed, amended or revoked.

Section 3.2: MAINTENANCE: (a) Each Owner shall, at his sole expense, keep the interior of the improvements on his Lot and its equipment, appliances, and appurtenances in good order, condition and repair and shall do all interior redecorating and painting at any time necessary to maintain the good appearance and condition of said improvements;

(b) In order to preserve a uniform exterior appearance of the improvements, the Board of Directors of the Association may require the repair of any exterior improvements and may prescribe the type of finish to be used. This power of the Board of Directors extends to screens, doors, awnings, railings and other visible portions of all improvements;

(c) The Association shall keep and maintain the Common Areas including all equipment and appurtenances a part thereof in good order, condition and repair. In addition, the Association shall repaint the exterior portions of the improvements on each Lot at such time or times as determined necessary by the Board of Directors. The type and color of paint used for the repainting of the exterior portions of the improvements shall be determined by the Board of Directors.

Section 3.3: ENTRY FOR REPAIRS: The Board of Directors or its agents or employees, may enter on any Lot and make any improvements on a Lot when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or which the Board undertakes by reason of the failure or refusal of the Owner to do so after reasonable notice, or in the event of emergencies. Such entry shall be made with

as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Board out of the common expense fund if the entry was due to an emergency (unless the emergency was caused by the Owner of the improvements entered in which case the cost shall be specially assessed to said Lot and Owner) or for the purpose of maintenance or repairs to the Common Areas. In the event the Board undertakes the repair and maintenance of improvements in case the Owner thereof fails or refuses to do so and, in the opinion of the Board of Directors, such failure or refusal results in an annoyance or nuisance to the other Owners. The total cost thereof shall be specially assessed to the Owner of and to the unit so repaired or maintained.

Section 3.43 INSURANCE: Each Owner shall at all times keep in force a policy of insurance issued by an insurance company of the Owner's choice. Said policy shall be in an amount sufficient to repair and/or replace all or any portion of the real property and improvements damaged or destroyed by fire or other insurable casualty.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 4.1: MEMBERSHIP: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot is a member of the Association, provided that in cases where there are more than one person or entity owning a lot or any interest thereon each such person or entity shall share the one membership in the same proportion as ownership of the Lot is shared. 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 and the transfer of title to any Lot shall also transfer ownership of and title to the membership.

Section 4.2: VOTING RIGHTS: The Association shall have two (2) classes of voting membership:

CLASS A: Class A members shall be all Owners of single family attached and single family detached units and shall be entitled to one vote for each Lot owned. When more than one person owns an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any Lot.

CLASS B: The Class B members shall be the Declarant (as defined in this Declaration) and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease

and be converted to Class A membership, when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.11 CREATION OF THE LIEP AND PERSONAL OBLIGATION OF ASSESSMENTS: The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 5.21 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the repainting of the exterior portions of the improvements on each Lot.

Section 5.31 MAXIMUM ANNUAL ASSESSMENT: The maximum annual assessment shall be:

(1) For Class A members: One bedroom (\$600.00) Six hundred dollars per Lot. Two bedroom (\$720.00) Seven hundred twenty dollars per Lot.

(2) For Class B members the amount set forth for Class A, unless voluntarily increased subject to termination of this class.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum

annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership as provided in Subsection (b), below.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of three-fourths (3/4) of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5.4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose. As used herein "additional improvements" shall include those improvements and amenities upon the Common Area, including fixtures and personal property related thereto, which were not included in the original development of the Common Area but which are added after completion of the Common Area by the Declarant.

Section 5.5: NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 5.3 AND 5.4: Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.3 or 5.4 shall be sent to all members not less than ten (10) days nor more than thirty-five (35) days in advance of the meeting. At the first such meeting called, the presence of all the votes of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half

(1/2) of the required quorum at the first meeting called. No such subsequent meeting shall be held more than sixty (60) days following the first meeting called.

Section 5.6: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES: The annual assessments provided for herein shall commence as to all Lots on July 1, 1984. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty

(30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

The omission by the Board of Directors to fix the assessment for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owner from the obligation to pay the assessment or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding years shall continue until a new assessment is fixed as herein provided.

The Association shall, upon demand of any member, and for a reasonable charge, furnish such member with a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 5.7: EFFECT_OF_NONPAYMENT_OF_ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of seven percent (7%) per annum or such other rate as may from time to time be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 5.8: SUBORDINATION_OF_THE_LIEN_TO_MORTGAGE: The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage (including Deed of Trust). The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1: No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding

structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location with thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not affect or in anywise be applicable to the Declarant.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1: ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.2: SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 7.3: AMENDMENT: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 7.4: ANNEXATION: Additional residential property and the Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 7.5: LIMITATION ON LIABILITY: The Board of Directors shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board of Directors or for injury or damage to person or property caused by the elements, or by another Lot Owner or person; or resulting from electricity, water, rain, dust, or sand which may lead or flow from outside or from any parts of the buildings, or from any pipes, drains, conduits, appliances, or equipment, or from any other place; or resulting from loss, damage, or theft of articles used or stored by Owners on the Properties or on a Lot. No diminution or abatement of common expense assessments shall

be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken to comply with any law ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by any implication upon the Board of the Association.

Section 7.6: INDEMNIFICATION OF BOARD MEMBERS: Each member of the Board of Directors shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he or it may be a party, or in which he or it may become involved, by reason of being or having been a member of the Board, or any settlement thereof, whether or not he is a member of the Board at the time such expenses or liabilities are incurred, except in such cases wherein the member of the Board is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association or Owners.

IN WITNESS WHEREOF, THE UNDERSIGNED, being the Declarant,
has hereunto set his hand and seal this 6th day of

~~2010 RELEASE UNDER E.O. 14176~~

DAVID T. ARMSTRONG

Pennington, Armstrong

STATE OF IDAHO

三

County of Twin Falls

On this 6th day of July, 1984, before we, the undersigned, a Notary Public in aid for said State, personally appeared DAVID T. ARMSTRONG and DONNA J. ARMSTRONG, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

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

A. K. Kist
NOTARY PUBLIC FOR IDAHO
Residing at: Twinn Falls

EXHIBIT "A"

LEGAL DESCRIPTION

**Block No. 31, FILER Townsite, City of Filer, County of
Twin Falls, State of Idaho.**

EXHIBIT B

to

CENTRAL COMMUNITY CENTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

Lot 29 Central Community Center, City of Filer, County of
Twin Falls, State of Idaho.