

**ARTICLES OF INCORPORATION  
OF  
THE HEMINGWAYS<sup>1</sup> CONDOMINIUM ASSOCIATION, INC.**

In compliance with the requirements of the Idaho Nonprofit Corporation Act, Title 30, Chapter 3, Idaho Code as amended, the undersigned incorporator hereby acknowledges his intent to form a nonprofit corporation under and by virtue of said statute.

**ARTICLE 1. NAME**

The name of the corporation is The Hemingways Condominium Association, Inc. (the "Association").

**ARTICLE 2. PERIOD OF DURATION**

The Association shall exist in perpetuity from and after the date of filing of these Articles of Incorporation with the Idaho Secretary of State, unless dissolved according to Idaho law.

**ARTICLE 3. PURPOSES OF THE ASSOCIATION**

The Association does not contemplate pecuniary gain or profit of the members thereof. The primary purposes for which the Association is formed are (a) to provide for the operation, administration, use and maintenance of certain common areas and other property more fully described under the Declaration of Condominium for The Hemingways recorded in the office of the County Recorder of Blaine County, Idaho, as amended or supplemented from time to time (the "Declaration"); (b) to preserve, protect and enhance the values and amenities of such property; and (c) to promote the health, safety and welfare of members of the Association.

**ARTICLE 4. DEFINITIONS**

Unless otherwise specified, capitalized terms used in these Articles of Incorporation shall have the same meanings as such terms have in the Declaration.

**ARTICLE 5. MEMBERS**

The Association shall have voting members.

<sup>1</sup> Ernest Hemingway™ and Hemingway™ are trademarks of Hemingway, Ltd., and under exclusive license through Fashion Licensing of America, Inc., New York, New York 10165.

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## **ARTICLE 6. POWERS**

In furtherance of the purposes stated above, the Association shall have and may exercise all the rights, powers, privileges and immunities now or subsequently conferred upon nonprofit corporations organized under the laws of the State of Idaho, by the Idaho Condominium Property Act (the "Act") or granted under the Declaration.

## **ARTICLE 7. LIMITATION OF LIABILITY**

No member of the Board of Directors of the Association shall have any liability to the Association or to its members for monetary damages for breach of fiduciary duty, except to the extent such exemption from liability is not permitted under the Idaho Nonprofit Corporation Act or the Act. Any repeal or modification of the foregoing sentence shall not adversely affect any right or protection of a director in respect of any act or omission occurring prior to such repeal or modification.

No member of the Board of Directors, or officer of the Association shall be personally liable for any injury to person(s) or property arising out of a tort committed by an employee except to the extent such exemption from liability is not permitted under the Idaho Nonprofit Corporation Act.

## **ARTICLE 8. INDEMNIFICATION**

The Association shall provide indemnification either directly or indirectly through insurance policies or otherwise, to the fullest extent permitted by law, for any individual who serves as a member of the Board of Directors, officer, employee, agent or fiduciary of the Association against liabilities and expenses asserted against or incurred by such individual in connection with holding such position. Such indemnification shall not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association.

Whenever such an individual or entity seeks indemnification by the Association against any liability or expenses incurred in any threatened, pending or completed proceeding in which the individual or entity is a party because he, she or it holds or has held any such position, the Association shall proceed diligently and in good faith to make a determination, in the manner permitted in the Idaho Nonprofit Corporation Act, whether indemnification is permissible in the circumstances. If indemnification is determined to be permissible, the Association shall indemnify the individual or entity to the fullest extent permissible, provided that any indemnification for expenses shall be limited to the amount found reasonable by an evaluation conducted in a manner permitted by the Idaho Nonprofit Corporation Act.

This Article shall not be interpreted to limit in any manner any indemnification the Association may be required to pay pursuant to the Idaho Nonprofit Corporation Act, any court order, the Corporation's bylaws, or any contract, resolution or other commitment which is legally valid.

**ARTICLE 9. DISTRIBUTION OF ASSETS UPON DISSOLUTION**

Upon dissolution, the assets of the Association will be distributed to the Unit Owners in accordance with the terms of Sections 18.2 and 21.8 of the Declaration.

**ARTICLE 10. MAILING ADDRESS**

The mailing address of the corporation shall be: P.O. Box 2990, Sun Valley, Idaho 83353.

**ARTICLE 11. REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered office of the Association is: 610 1<sup>st</sup> Ave North, Ketchum, Idaho 83340. The initial registered agent at such office is Wesley K. Nash.

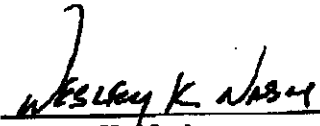
**ARTICLE 12. INITIAL BOARD OF DIRECTORS**

The number of member(s) constituting the initial Board of Directors shall be three (3). The names and addresses of the initial directors are:

<u>Name</u>	<u>Address</u>
Wesley K. Nash	P. O. Box 2990 Sun Valley, Idaho 83353
Michael John	P. O. Box 2990 Sun Valley, Idaho 83353
Catherine Nash	P.O. Box 2990 Sun Valley, Idaho 83353

**ARTICLE 13. INCORPORATOR**

The name and address of the incorporator is Wesley K. Nash, P.O. Box 2990, Sun Valley, Idaho 83353. The incorporator is a natural person of the age of eighteen (18) years or more.

  
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Wesley K. Nash

STATE OF IDAHO           )  
                                  ) ss.  
COUNTY OF BLAINE       )

The foregoing instrument was acknowledged before me this 28 day of AUGUST, 2002 by Wesley K. Nash.

WITNESS my hand and official seal.

**My Commission Expires On**

My commission expires: June 4, 2007

Allison C. Larsen

Notary Public

[SEAL]

