

ARTICLES OF INCORPORATION

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EAGLE HEALTH PLAZA OWNERS' ASSOCIATION, INC. SECRETARY OF STATE
STATE OF IDAHO

KNOW ALL MEN BY THESE PRESENTS: The undersigned, for the purpose of forming a corporation under the laws of the State of Idaho, in compliance with the provisions of Title 30, Chapter 3, Idaho Code, does hereby certify, declare and adopt the following Articles of Incorporation.

ARTICLE 1
NAME

The name of the corporation is Eagle Health Plaza Owners' Association, Inc. (the "Association").

ARTICLE 2
NONPROFIT

The Association shall be a nonprofit, membership corporation.

ARTICLE 3
TERM

The period of existence and duration of the life of this Association shall be perpetual.

ARTICLE 4
REGISTERED OFFICE AND AGENT

The location and street address of the initial registered office of the Association shall be Saint Alphonsus Regional Medical Center, Inc., 1055 North Curtis Road, Boise, Idaho 83706, and Stephanie C. Westermeier is hereby appointed the initial registered agent of the Association.

ARTICLE 5
PURPOSES AND POWERS OF THE CORPORATION

5.1. The Association is formed as the management body for Eagle Health Plaza as set forth in Section 5.1 of that certain Reciprocal Easement Agreement dated July 5, 2005 and recorded in the real property records of Ada County, Idaho on July 6, 2005 as Instrument No. 105090537, as it may be amended from time to time (the "Reciprocal Easement Agreement"). Unless otherwise defined herein, all of the words and terms that are initially capitalized herein shall have the meanings and definitions ascribed to them in the Reciprocal Easement Agreement, which definitions are incorporated herein by reference.

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5.2. The nature of the object and purposes of this Association shall be as follows:

5.2.1. To manage and operate the Common Area;

5.2.2. To establish, administer and enforce reasonable and non-discriminatory rules and regulations governing the use and enjoyment of the Common Area;

5.2.3. To aid and cooperate with the Owners in the enforcement of the Reciprocal Easement Agreement;

5.2.4. To insure, maintain, repair and replace the Common Area and all Improvements therein; and

5.2.5. To exercise any and all power that may be delegated to it from time to time by the Owners; and

5.2.6. To serve as the "management body" for any Parcels under a condominium ownership scheme pursuant to Title 55, Chapter 15, Idaho Code, as amended from time to time.

5.3. The powers of this Association shall be as follows:

5.3.1. The Association shall have the power to exercise and enforce all rights and privileges, and to assume, incur, perform, carry out and discharge all duties, obligations and responsibilities set forth in the Reciprocal Easement Agreement, as amended from time to time, including, but not be limited to, those powers set forth in Section 5.2 of the Reciprocal Easement Agreement.

5.3.2. In addition to the foregoing, the Association shall have all the general powers set forth in Section 30-3-24, Idaho Code, and the emergency powers set forth in Section 30-3-25, Idaho Code.

5.4. The Association shall not engage in politics or pursue any political purpose.

ARTICLE 6

MEMBERSHIP

6.1. The Association shall have two (2) members (sometimes referred to herein individually as a "Member" and collectively as the "Members"). The first Member shall be the Owner of the MOB Parcel or, if there is more than one Owner of the MOB Parcel, a Person who is the owners' association, condominium association or authorized representative of such Owners. The second Member shall be the Owner of the ACC Parcel or, if there is more than one Owner of the ACC Parcel, a Person who is the owners' association, condominium association or authorized representative of such Owners.

6.2. Membership in the Association is declared to be appurtenant to the title of the Parcel upon which such membership is based and automatically shall pass with the sale or

transfer of the title of the Parcel. A Member shall not assign or transfer its membership except in connection with the transfer or sale of such Parcel; provided, however, that the rights of membership may be assigned as further security for a loan secured by a lien on a Parcel. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

6.3. Each Member is entitled to one (1) vote on each matter voted on by the Members. Unless otherwise set forth in the Reciprocal Easement Agreement, any action by the Members requires the unanimous consent of both Members.

ARTICLE 7

ASSESSMENTS, BY-LAWS AND AMENDMENTS

7.1. Each Member shall be liable for the payment of Assessments and charges as provided for in the Reciprocal Easement Agreement.

7.2. The Bylaws may be altered, amended, or new Bylaws adopted by any regular or special meeting of the Association called for the purpose by the unanimous vote of the Members, but no such amendment shall be inconsistent with the provisions of the Reciprocal Easement Agreement.

7.3. For the purpose of specifying in detail the rights, responsibilities, duties and obligations of the Board of Directors, the officers, employees and agents of the Association and the Members thereof, including the liability of the Members for the payment of Assessments, the Bylaws may incorporate by reference the provisions of the Reciprocal Easement Agreement.

ARTICLE 8

DISSOLUTION

The Association may be dissolved by the unanimous vote of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, and otherwise in accordance with applicable statutory dissolution procedures, the assets of the Association shall be transferred to its the Members as specified by the Board of Directors.

ARTICLE 9

BOARD OF DIRECTORS

The business and affairs of the Association shall be managed and controlled by a Board of Directors. The Board of Directors shall have three members, who shall be appointed by the Members as set forth in Section 5.1.5 of the Reciprocal Easement Agreement. The names and addresses of the Directors to serve until the first annual meeting of the Association are as follows:

Name

Address

Richard P. Clark

755 W. Front St., Suite 300
Boise, Idaho 83702

Patrick K. March

755 W. Front St., Suite 300
Boise, Idaho 83702

Darrell R. Fugate

1055 N. Curtis Rd.
Boise, ID 83706

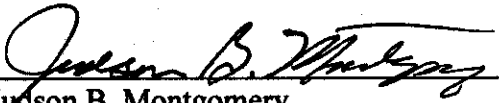
ARTICLE 10
INITIAL INCORPORATOR

The name and address of the initial incorporator is as follows:

Judson B. Montgomery
Givens Pursley LLP
601 W. Bannock Street
Boise, Idaho 83702

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of
December, 2007.

By:


Judson B. Montgomery