

FILED EFFECTIVE

**ARTICLES OF INCORPORATION OF
MOUNTAIN TOP HOMEOWNERS ASSOCIATION, INC.
(A NONPROFIT CORPORATION)**

08-FEB-28 AM 8:24

SECRETARY OF STATE
STATE OF IDAHO

THE UNDERSIGNED, acting as incorporator of a nonprofit corporation under the Idaho Non-Profit Corporation Act, Idaho Code §30-3-1, et seq., adopts the following Articles of Incorporation.

ARTICLE I

The name of the corporation is Mountain Top Homeowners Association, Inc. The corporation is a nonprofit corporation.

ARTICLE II

The period of the corporation's duration is perpetual.

ARTICLE III

The purposes for which the corporation is organized are to transact any and all lawful business for which corporations may be incorporated under the Idaho Non-Profit Corporation Act. CAV OK, L.L.C., an Idaho limited liability company, is the owner of the following described real property located in Kootenai County, Idaho, to wit:

**LEGAL DESCRIPTION
PARCELS T1, T2, T3, T4 and T5**

See Exhibit A-1 for Parcel T1; see Exhibit A-2 for Parcel T2; see Exhibit A-3 for Parcel T3; see Exhibit A-4 for Parcel T4; see Exhibit A-5 for Parcel T5.

The entirety of the property referred to above as Parcels T1, T2, T3, T4 and T5 is held in fee by CAV OK, L.L.C., and as referenced by Kootenai County Instrument No. 2145798000, is intended to be developed by CAV OK, L.L.C., under a uniform system of residential development subject to such Covenants, Conditions, and Restrictions as CAV OK, L.L.C., deems reasonable and appropriate, together with any subsequent amendments thereto. CAV OK, L.L.C., reserves the right to add real property to or delete real property from inclusion in the property served by the Mountain Top Homeowners Association, Inc., as defined and described in such Covenants, Conditions and Restrictions. The purpose for which Mountain Top Homeowners Association, Inc., is incorporated shall include, subject to the terms of such Covenants, Conditions, and Restrictions, and any amendments thereto, the management, oversight, and enforcement of such rules and regulations as arise thereunder, together with the assessments described or provided therein. The purpose shall specifically include maintenance of the water system serving the Members of the Mountain Top Homeowners Association, Inc., as defined and described in the Covenants, Conditions and Restrictions, all in accordance with the applicable standards, regulations and law of the State of Idaho. The purpose shall include

maintenance of subsurface treatment and disposal system and facilities for the property covered by and Members of the Mountain Top Homeowners Association, Inc., as defined and described in the Covenants, Conditions and Restrictions, all in accordance with applicable Idaho law. In addition, the purpose shall include maintenance of Newtons Way from Hull Road to its terminus for the benefit of the property and Members served by Mountain Top Homeowners Association, Inc., as more particularly described in the Covenants, Conditions and Restrictions. The affairs of the corporation shall be managed by its Board of Directors.

ARTICLE IV

The name and street address of the initial registered agent of the corporation is as follows:

H. James Magnuson
Attorney at Law
P. O. Box 2288
1250 Northwood Center Court, Suite A
Coeur d'Alene, ID 83816

ARTICLE V

The number of directors constituting the initial Board of Directors of the corporation is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the members or until their successors are elected and shall qualify are:

Nancy Newton
2760 W. Everwell Bay Lane
Coeur d'Alene, ID 83814

Roy Newton
2760 W. Everwell Bay Lane
Coeur d'Alene, ID 83814

April DeNike
24715 East Boone Lane
Liberty Lake, WA 99019

The name and address of the incorporator is as follows: H. James Magnuson, P. O. Box 2288, 1250 Northwood Center Court, Suite A, Coeur d'Alene, ID 83816.

ARTICLE VI

In the event the corporation is dissolved in conformity with both Idaho law (the Idaho Non-Profit Corporation Act, I.C. §30-3-1, et seq., as it now exists or is hereafter amended) and the provisions of such Covenants, Conditions and Restrictions as may pertain to the real properties described in Article III, then any assets of the corporation which remain after paying

all corporate obligations and liabilities shall be liquidated and distributed to the corporation's members (to be determined as of such date as the corporation's board fixes in its discretion) pro rata.

ARTICLE VII

Membership in the Association shall be as defined in the "Declaration and Establishment of Covenants, Conditions, Restrictions and Reservations of Easements for Mountain Top located in Kootenai County, Idaho," to be recorded with the Kootenai County Recorder, and any subsequent amendments thereto. Proof of ownership of a lot or parcel described in, and subject to, the referenced Declaration shall constitute sufficient proof of membership in the corporation.

ARTICLE VIII

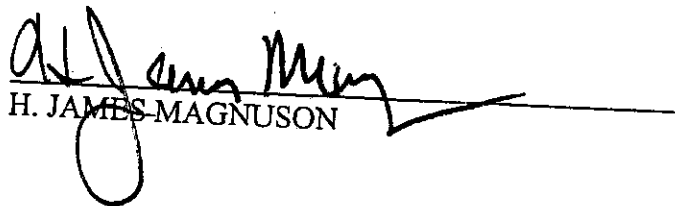
Authorization of assessments to be levied upon all members of the corporation is herein granted. The board of directors is herein authorized to fix the amount and collection of assessments by such methods as are provided in, and consistent with, the subject Declaration. Assessments are enforceable by legal action as provided in the subject Declaration. The board of directors is herein authorized to secure assessments by lien upon the real property to which membership rights are appurtenant.

ARTICLE IX

All voting members, as defined in the subject Declaration, shall enjoy the right of cumulative voting in any election for directors of the corporation.

DATED this 26 day of February, 2008.

INCORPORATOR:


H. JAMES MAGNUSON

Peak Day and Peak Hour Calculations - Mountain Top Water Association

$$Q_{mxdy} = [274 + (0.6)(c)(Ls)(E_{pot}) + 2S_{mxdy}]a = 21,700 \text{ gpd}$$

= 15 gpm average
0.03 cfs

$$Q_{pkhr} = [334 + 2.02[274 + (0.6)(c)(Ls)(E_{pot})] + 2S_{pkhr}]a = 40,033 \text{ gpd}$$

= 28 gpm average
0.06 cfs

Where:

a = number of dwelling units	=	
c = gallons per acre-inch of water	=	27,200
Ls = average irrigable area in acres per unit	=	0.50
E _{pot} = inches water per day	=	0.17
(S _{mxdy}) ² = S ₁ ² + S ₂ ² = 955,923	S _{mxdy} =	978
S ₁ ² = 1090 + 166,000 Ls ²	=	42,590
S ₂ ² = 5,480,000 / a	=	913,333
(S _{pkhr}) ² = S ₃ ² + S ₄ ² = 2,223,767	S _{pkhr} =	1,491
S ₃ ² = 4.08 S ₁ ²	=	173,767
S ₄ ² = 12,300,000 / a	=	2,050,000