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ARTICLES OF ORGANIZATION

FEB -7 2002

Limited Liability Company

**OREGON
SECRETARY OF STATE**

of

BOULDER HILL LLC

Article 1: The name of the company shall be BOULDER HILL LLC.

Article 2: The duration of the company shall be perpetual.

Article 3: The name of the initial registered agent is Robert W. Nunn, and the street address of the initial registered office is:

1000 SW Broadway, Suite 1400
Portland, OR 97205

Article 4: The address where the Division may mail notices is:

Robert W. Nunn
1000 SW Broadway, Suite 1400
Portland, OR 97205

Article 5: The name and address of each organizer is:

Kathleen A. Evans
280 Court St. NE
Salem, OR 97301

Article 6: This company will be managed by a manager(s).

Kathleen Evans

Signature

Kathleen A. Evans

Printed Name

Organizer

Title

Person to contact about this filing: Kathleen A. Evans, (503) 588-5670.

2.6.2 11:08 Coburn J11Articles

Evans, Freedy & Jennings, LLP
Attorneys at Law
280 Court Street NE, Suite One
Salem, Oregon 97301
(503) 588-5670

#2-7-02

Robert N. N.

Article Two

Members

Section 1. Authority to Act

No Member shall have the power or authority to bind the Company unless the Member is a Manager or the Member has been authorized by the Managers to act as an agent of the Company in accordance with this Agreement.

Section 2. Two Classes of Members

There shall be two classes of members.

A. Members of Class A shall have both Economic Rights and Management Rights and shall have the ability to vote on all matters and to elect the Managers of the Company. Whenever this Agreement requires a certain percentage vote to act, that percentage shall always refer to Class A membership interests; Class B membership interests shall be referred to only for those matters specifically listed in paragraph C below. All Class A Members shall be entitled to vote on or consent to any matter submitted to a vote or consent of the Members. In addition to any other actions which, by virtue of the Act, the Articles or this Agreement require a certain consent of the Members, the following actions require the consent of a Majority of the Class A Members:

1. Fixing the number of Managers;
2. Electing the Managers;
3. Setting or adjusting the compensation or benefits of Managers;
4. Removing any Manager without cause;
5. Removing any Manager for cause;
6. Filling any vacancy created by the resignation, removal or death of a Manager;
7. Filling any vacancy created by the increase in the number of Managers;
8. Approving any transaction involving an actual or potential conflict of interest between a Member or a Manager and the Company;

Article Three

Managers

Section 1. General

- A. Initial Managers.** Robert W. Nunn shall serve as the Initial Manager.
- B. Term.** Each Manager shall hold office until the Manager resigns, dies, dissolves (if an entity other than an individual), or is removed or replaced.
- C. Election.** Except as otherwise provided herein, Managers shall be elected by the Class A Members.
- D. Resignation.** Any Manager may resign at any time by giving written notice to the Members. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal as a Member.

Section 2. Action by Managers

The rights and powers of the Managers hereunder shall be exercised by them in such manner as they may agree. In the absence of an agreement among the Managers, the following shall apply:

- A. Place of Meetings.** The Managers may designate any place, either within or outside of Oregon, as the location for any meeting of the Managers. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company in Oregon.
- B. Notice of Meetings.** Except as provided below, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 10 hours nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Manager. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Manager at the Manager's address as it appears on the books of the Company, with postage thereon prepaid.

- I. Telephonic Meetings.** With respect to a particular meeting or generally with respect to future meetings, the Managers may permit any or all Managers to participate in the meeting by, or may permit the conduct of the meeting through, use of any means of communication by which all Managers participating may simultaneously hear each other. A Manager participating in such a meeting is deemed to be present in person at such meeting.

Section 3. Authority of the Managers

Subject to the limitations and restrictions set forth in the Act, the Articles and this Agreement (including, without limitation, those set forth in this Article), the Managers shall have the sole and exclusive right to manage the business of the Company and shall have all of the rights and powers which may be possessed by Managers under the Act and the Articles including, without limitation, the right and power, on behalf and in the name of the Company, to:

- A.** Institute, prosecute, and complain and defend in all courts in the Company's name;
- B.** Purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in or with real or personal property or any interest in real or personal property, wherever situated;
- C.** Sell, convey, mortgage, pledge, create a security interest in, lease, exchange, transfer and otherwise dispose of a part of the Company Property in the ordinary course, subject, however, to the restrictions set forth in Article Two, Section 2, regarding a disposition of all or substantially all of the Property, which must be approved by the Members as set forth therein;
- D.** Purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, otherwise dispose of and otherwise use or deal in or with other interests in or obligations of any other Entity;
- E.** Make contracts or guarantees, incur liabilities, borrow money, issue Company notes or other obligations that may be convertible into other securities of the Company, or include the option to purchase other securities of the Company, or secure any of the Company's obligations by mortgage or pledge of any of the Company Property, franchises or income;
- F.** Lend money, invest or reinvest Company funds or receive and hold real or personal property as security for repayment of funds so loaned, invested or reinvested, including, without limitation, the loans to Managers, Members, employees and agents;
- G.** Be a promoter, incorporator, general partner, limited partner, member, associate or manager of any partnership, joint venture, trust or other Entity;

- H. Conduct the Company's business, locate its offices and exercise the powers granted by the Act and the Articles within or without Oregon;
- I. Elect or appoint Managers, employees or agents of the Company, define their duties, fix their compensation and lend them money and credit;
- J. Make and alter this Agreement not inconsistent with the Articles or the laws of Oregon for managing the Company's business and regulating its affairs;
- K. Pay pensions and establish pension plans, profit sharing plans and other benefit or incentive plans for any and all of its current or former Managers, Members, employees and agents;
- L. Make donations for the public welfare or for charitable, scientific or educational purposes;
- M. Transact any lawful business that will aid governmental policy;
- N. Indemnify a Member or Manager or any other person as and to the extent not inconsistent with the provisions of the Act or the Articles;
- O. Cease the Company's activities and dissolve.

Section 4. Restrictions on Authority of Managers

In addition to any other consent requirements contained in the Act, the Articles, or this Agreement, each Manager shall not have the authority to, and covenants and agrees that it shall not, do any of the following acts without the consent of a Majority of the Managers in addition to any required consent of the Members:

- A. Determining the amount and kind of property available for and the timing of distributions;
- B. Admitting an Additional Member;
- C. Accepting a Substitute Member;
- D. Expelling a Member; or
- E. Taking or approving any action or transaction which is reserved to the Managers by the Act, the Articles or this Agreement without any express statement of the extent of Manager action required.

and losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

Section 6. Right to Rely on Managers.

Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to:

- A. The identity of any Manager or any Member;
- B. The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Manager or which are in any other manner germane to the affairs of the Company;
- C. The Persons who are authorized to execute and deliver any instrument or document of the Company; or
- D. Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.
- E. The signature of any Manager shall be necessary and sufficient to convey title to any Company Property or to execute any promissory notes, trust deeds, mortgages, or other instruments of hypothecation, and all of the Members agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of any Manager shall be sufficient to execute any "statement of company" or other documents necessary to effectuate this or any other provision of this Agreement. All of the Members do hereby appoint the Managers as their attorney(s)-in-fact for the execution of any or all of the documents described in this Section.

Section 7. Liability and Indemnity of the Managers

A Manager is not personally liable for any debt, obligation or liability of the Company merely by reason of being a Manager and is not liable to the Company or its Members for monetary damages for conduct as a Manager. A Manager who performs the duties as Manager in accordance with this Agreement shall not have any liability by reason of being or having been a Manager. The Company shall indemnify the Managers and make advances for expenses to the maximum extent permitted under the Act. However, this provision shall not eliminate or limit a Manager's liability for:

- A. Any breach of a Manager's duty of loyalty to the Company or its Members as described in this Agreement;

Signature Certificate

Document Reference: KADUFLIZAILAE95HC SLB4M

RightSignature

Easy Online Document Signing



Nunn Winship
Party ID: KVTH7TJ4ZKDHD4SP2C2YN3
IP Address: 72.168.160.145
VERIFIED EMAIL: nunn.winship@gmail.com

Multi-Factor
Digital Fingerprint Checksum

ab9879e467c7f34859c384b0a739900ee8b86dd7

Electronic Signature



Murray Nunn
Party ID: 3GUDINITB4HJU75MFLYAW9
IP Address: 73.11.30.65
VERIFIED EMAIL: wallenda1@comcast.net

Multi-Factor
Digital Fingerprint Checksum

c975c0fbcaacb0335e34cf6666e9bb0aaf3c0244

Electronic Signature

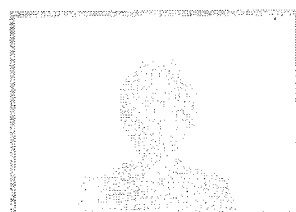


Carol Gross
Party ID: LCN Y83IFALMPXHEG8VYTGG
IP Address: 50.137.32.77
VERIFIED EMAIL: g.cgross@comcast.net

Multi-Factor
Digital Fingerprint Checksum

f61d1b4e12c9fde7a4b69323ae5e6df388bec795

Electronic Signature



Linda Schaefer
Party ID: XBF9X5JMAKS35NHSN9REGP
IP Address: 98.155.243.141
VERIFIED EMAIL: lschaefer1@q.com

Multi-Factor
Digital Fingerprint Checksum

24dcb0194abae6699858cb889499cf69ebaa02ba

Electronic Signature



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Signature Certificate

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Multi-Factor Digital Fingerprint Checksum

Kathy Young

Party ID: 9LUJ77ILTJ2M5YSGJNUZM3

IP Address: 73.97.130.255

VERIFIED EMAIL: kathy@seanet.com

454fd84929b31836648fcb94274051e83ada682b

Drawn Signature

Kathryn L. Young



Multi-Factor Digital Fingerprint Checksum

Robert Nunn

Party ID: XSS27XJUGKCEJPESSY2S5A

IP Address: 70.97.160.105

VERIFIED EMAIL: robert@robertnunn.com

a7b30f4fc1abef98bd7a3a7e086c8737240fc613

Drawn Signature

Robert Nunn



Timestamp

2017-04-21 17:17:35 -0700

2017-04-21 17:17:35 -0700

2017-04-21 17:14:34 -0700

2017-04-17 10:03:20 -0700

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2017-04-16 15:14:10 -0700

2017-04-16 15:11:58 -0700

2017-04-16 15:11:50 -0700

2017-04-16 15:10:43 -0700

Audit

All parties have signed document. Signed copies sent to: Nunn Winship, Murray Nunn, Carol Gross, Linda Schaefers, Kathy Young, Robert Nunn, and Robert Nunn.

Document signed by Carol Gross (g.cgross@comcast.net) with drawn signature. - 50.137.32.77

Document viewed by Carol Gross (g.cgross@comcast.net). - 50.137.32.77

Document signed by Linda Schaefers (lschaefer1@q.com) with drawn signature. - 98.155.243.141

Document viewed by Linda Schaefers (lschaefer1@q.com). - 98.155.243.141

Document signed by Nunn Winship (nunn.winship@gmail.com) with drawn signature. - 72.168.160.145

Document viewed by Nunn Winship (nunn.winship@gmail.com). - 72.168.160.145

Document signed by Kathy Young (kathy@seanet.com) with drawn signature. - 73.97.130.255

Document viewed by Kathy Young (kathy@seanet.com). - 73.97.130.255

Document signed by Murray Nunn (wallenda1@comcast.net) with drawn signature. - 73.11.30.65

Document signed by Robert Nunn (robert@robertnunn.com) with drawn signature. - 70.97.160.105

Document viewed by Murray Nunn (wallenda1@comcast.net). - 73.11.30.65

Document viewed by Robert Nunn (robert@robertnunn.com). - 70.97.160.105



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Signature Certificate

 Document Reference: KADUFLIZAILAE95HCSLB4M

RightSignature

Easy Online Document Signing

2017-04-16 15:10:43 -0700 Document created by Robert Nunn (robert@robertnunn.com). - 70.97.160.105



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UNANIMOUS CONSENT ACTION OF THE
MEMBERS OF BOULDER HILL LLC

We consent to the sale of all real estate owned by Boulder Hill LLC substantially on the terms contained in the counter offer to Westwood Homes LLC dated April 14, 2017. Robert Nunn, manager of Boulder Hill LLC, is authorized to make modifications to the sale as he deems appropriate, and he is authorized to take all actions and deliver such documents as may be necessary or convenient in connection with the sale.

F. Carol Gress
F. Carol Gress

Dated: April 21 2017

Murray C. Nunn
Murray C. Nunn

Dated: April 04/16/2017 2017

Robert Nunn
Robert W. Nunn

Dated: April 04/16/2017 2017

Linda S. Schaefer
Linda S. Schaefer

Dated: April 4/17/2017 2017

Nunn Winship
Nunn Winship

Dated: April 04/16/2017 2017

Kathryn L. Young
Kathryn L. Young

Dated: April 04/16/2017 2017

d.