

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, **SAM REED**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

**CERTIFICATE OF INCORPORATION**

to

**MEADOWWOOD HOMEOWNERS ASSOCIATION**

a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated below.

Date: 12/20/2004

UBI Number: 602-455-800

APPID: 201546



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

ARTICLES OF INCORPORATION  
OF

MEADOWWOOD HOMEOWNERS ASSOCIATION

The undersigned **JAMES M. FRANK**, for the purposes of forming a corporation under the Washington Nonprofit Corporation Act, RCW Chapter 24.03, and a homeowners Association under RCW Chapter 64.38, does hereby adopt the following Articles of Incorporation:

**ARTICLE I.**  
**NAME**

The name of the Corporation (hereinafter called the "Association") shall be **MEADOWWOOD HOMEOWNERS ASSOCIATION.**

**ARTICLE II.**  
**CONSOLIDATION OF HOMEOWNERS ASSOCIATIONS**

The Association is being formed as the result of the consolidation, pursuant to RCW 24.03.190 and .210, of Meadows Owners Association, The Association at the Cottages, and The Association at the Gardens, all of which are Washington nonprofit corporations and all of which are being consolidated into the Association pursuant to Articles of Consolidation filed concurrently herewith in the office of the Secretary of State of the State of Washington.

The effective date of the consolidation shall be January 1, 2005.

**ARTICLE III.**  
**DURATION**

The Association shall exist perpetually.

**ARTICLE IV.**  
**PURPOSES**

The Association is a nonprofit corporation and does not contemplate the distribution of gains, profits, or dividends to its Members.

The specific primary purposes for which the Association has been formed are to provide for the acquisition, construction, management, operation, administration, maintenance, repair, improvement, preservation, insurance, and architectural control of Association property within those certain planned residential developments located in the MeadowWood area of Liberty Lake, County of Spokane, State of Washington, commonly known as "The Meadows", "The Cottages", and "The Gardens" (all three being collectively referred to herein as the "Projects"), and to promote the health, safety and welfare of all owners and tenants using the above-described Projects and any additions thereto as may hereafter be brought within the jurisdiction of this Association for such purpose, all according to the following Declarations governing the subdivision projects (all three being collectively referred to herein as the "Declarations");

Supplemental Declaration of Protective Covenants for The Cottages, a Portion of Homestead Addition, recorded June 5, 1991, in Volume 1195, at pages 1301 *et seq.*, as Instrument Number 9106050140, Records of Spokane County, Washington ("The Cottages Declaration"),

Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Homestead, The Gardens, recorded December 8, 1992, in Volume 1370, at pages 1359 *et seq.*, as Instrument Number 7911150311, records of Spokane County, Washington ("The Gardens Declaration"); and

Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Meadowwood, The Meadows, recorded November 7, 1994, in Volume 1669, at pages 808 *et seq.*, as Instrument Number 9411070440, records of Spokane County, Washington ("The Meadows Declaration").

#### **ARTICLE V. POWERS OF THE ASSOCIATION**

In furtherance of said purposes, and subject to the approval of Members to the extent required by the Declarations and the remaining Project Documents, the Association shall have power to:

1. Adopt and amend bylaws, rules, and regulations.
2. Adopt and amend budgets for revenues, expenditures, and reserves
3. Impose and collect assessments for common expenses from owners.
4. Hire and discharge or contract with managing agents and other employees, agents, and independent contractors.
5. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more owners on matters affecting the homeowners' Association, but not on behalf of owners involved in disputes that are not the responsibility of the Association.
6. Make contracts and incur liabilities.
7. Regulate the use, maintenance, repair, replacement, and modification of common areas.
8. Cause additional improvements to be made as a part of the common areas.
9. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property.
10. Grant easements, leases, licenses, and concessions through or over the common areas and petition for or consent to the vacation of streets and alleys.
11. Impose and collect any payments, fees, or charges for the use, rental, or operation of the common areas,
12. Impose and collect charges for late payments of assessments.

13. To initiate and execute disciplinary proceedings, and levy reasonable fines, against Members of the Association for violations of the provisions of these Articles, the Declarations, the Bylaws and such rules as may be promulgated by the Board in accordance with procedures set forth in the Bylaws;.

12. Exercise any other powers conferred by the bylaws.

13. Exercise all other powers that may be exercised in this state by the same type of ,, corporation as the Association.

14. Exercise any other powers necessary and proper for the governance and operation of the Association.

## **ARTICLE VI.**

### **MEMBERS AND MEMBERSHIP**

Section 1. Non-stock Corporation. Participation in management and ownership of the Association shall be by membership only. The Association shall issue no stock and shall have no shareholders.

Section2. Membership. The Owner of a Lot (or a Dwelling Unit) in any of the Projects, as defined in the Declarations, shall automatically, upon becoming an Owner, be a Member of the Association, and shall remain a Member thereof until such time as its ownership ceases for any reason, at which time its membership in the Association shall automatically cease. Membership shall be in accordance with these Articles of Incorporation and the Bylaws of the Association.

Section 3. Transferred Membership. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in its name to the purchaser of its Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

Section 4. Three Classes of Membership. The Association shall have three (3) Classes of voting membership, being i) owners of Lots subject to the Gardens Declaration, ii) owners of Lots subject to the Cottages Declaration, and iii) owners of Lots subject to the Meadows Declaration. Each Lot, including Lots owned by the Declarant identified in the Declarations, shall have one (1) vote with respect to all matters upon which a vote is to be taken.

Section 5. Voting Requirements. Except where otherwise expressly provided in the Declaration, these Articles of Incorporation, or the Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken, shall require the vote or written assent of the prescribed percentage (or a majority if no percentage is prescribed) of a quorum of the total voting power of the Association, without regard to Class of voting membership; provided, however, that any action that affects only one of the Projects or affects the different Projects in a substantially different manner, shall be approved by the separate vote of the Project or Projects so affected.

Section 6. Quorum. Except where otherwise expressly provided in the Declaration, these Articles of Incorporation, or the Bylaws, a quorum shall be established if there are present in person or by proxy at least thirty percent (30%) of the entire voting power of the Association; provided, however, that in the event a matter requires the vote of a separate Class of voting membership of the Association, at least thirty percent (30%) of the voting power of such Class shall be present in person or by proxy.

Section 7. Limitation of Payment to Dissenting Member. Membership in the Association is appurtenant to and cannot be segregated from ownership of a Lot within the jurisdiction of the Association. Except upon dissolution of the Association, a dissenting Member shall not be entitled to any return of any contribution or other interest in the Association.

**ARTICLE VII.  
INITIAL REGISTERED OFFICE AND AGENT**

The initial registered office of the Association shall be at 1421 N. Meadowwood Ln., Suite 200, Liberty Lake, Washington 99019, and the registered agent at such address shall be James M. Frank.

**ARTICLE VII.  
BOARD OF DIRECTORS**

The affairs of this Association shall initially be managed by a Board of fifteen (15) Directors, who shall be Members of the Association, or agents of a corporate Member. Five (5) Directors shall be selected by each Class of the voting power to represent the Members of each of the Projects. The Board shall have the authority by amending the Bylaws, by majority vote, to reduce its size and/or to provide for the election of directors at large elected by all the Members, provided that members of each Class shall separately elect at least one (1) member of the Board of Directors and that no Class shall have the right to separately elect more directors than any other Class.

The initial Directors of the Association, the Class from which they have been elected, and the year their terms expire, are as follows:

Name	Address	Year Term Expires
<b><u>The Cottages</u></b>		
Tricia Knauss	23220 E. Boone Ave.	2005
Scott Kingsford	903 N. Mitchell Ct	2005
Dawn Lenss	23222 e. Maxwell Ave.	2006
Anton Rasumssen	23319 E. Boone Ave	2006
Jennifer Mackey	1120 Homestead Dr	2006
<b><u>The Gardens</u></b>		
Dennis Scott	1109 Tanglewood Ln	2005
Rob Brickett	517 Homestead Dr	2005
Mark Andresick	607 Madson Ct	2006
Barbara Garner	22915 E. Settler Dr	2006
<b><u>The Meadows</u></b>		
Karen Mack	1324 Malvern Rd	2005
Becky Kurtz	23609 Maxwell Ave	2005
Jim Frank	2214 Meadowwood Ln	2005
Michael McCoy	23821 Maxwell Dr. –RESIGNED	2006
Odin Langford	2403 Maxwell Dr	2006

**ARTICLE IX.**  
**INCORPORATOR**

The name and address of the incorporator of this Association is James M. Frank, 1421 N. Meadowwood Ln., Suite 200, Liberty Lake, Washington 99019.

**ARTICLE X.**  
**INDEMNIFICATION**

A Director of the Association shall not be personally liable to the Association for monetary damages arising from any conduct as a Director, except this limitation on liability shall not apply to (i) acts or omissions involving intentional misconduct by the Director or a knowing violation of law by the Director; or (ii) any transaction from which the Director will personally receive a benefit in money, property, or services to which the Director is not legally entitled.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a Director of the Association existing at the time of such repeal or modification.

The Association has the power to indemnify, and to purchase and maintain insurance for, its Directors, officers, trustees, employees, and other persons and agents. Without limiting the generality of the foregoing, the Association shall indemnify its Directors against all liability, damages, and costs or expenses (including attorneys fees) arising from or in any way connected with service for, employment by, or other affiliation with this Association to the maximum extent and under all circumstances permitted by law.

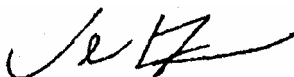
**ARTICLE XI.**  
**DISSOLUTION**

The Association shall be dissolved only upon the affirmative vote of sixty-seven percent (67%) of the total voting power of each Class of voting membership the Association. In the event of the dissolution, liquidation, or winding up of the Association, after paying or adequately providing for the debts and obligations of the Association, the Directors or person in charge of the liquidation shall divide the remaining assets among the Members in accordance with their respective rights thereto as established in the Declarations.

**ARTICLE XII.**  
**AMENDMENT OF ARTICLES**

These Articles may be amended at any time and in any manner by the vote of sixty-seven percent (67%) of a quorum of each Class of voting membership the Association; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision herein shall not be less than the percentage of affirmative votes prescribed for action to be taken under said clause or provision; and provided farther, that any such amendment shall not be inconsistent with the law.

For the purpose of forming this Association under the laws of the State of Washington, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation on December 8, 2004.



JAMES M. FRANK  
Incorporator

**CONSENT TO SERVE AS REGISTERED AGENT**

I, JAMES M. FRANK, hereby consent to serve as registered agent in the State of Washington, for the corporation known as MEADOWWOOD HOMEOWNERS ASSOCIATION. I understand that as agent for the Association, it will be my responsibility to receive service of process in the name of the Association; to forward all mail to the Association; and to immediately notify the office of the Secretary of State in the event of my resignation, or of any changes in the registered office address of the Association for which I am agent.

DATED: December 8, 2004.



JAMES M. FRANK