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STATE OF WASHINGTON
SEP 30 1993
RALPH MONRO
SECRETARY OF STATE

**ARTICLES OF INCORPORATION
OF
INDIAN SUMMER HOMEOWNERS ASSOCIATION**

Aoki Realty Corporation of Washington, Inc., a Delaware corporation and a partner in the Indian Summer Partnership, for the purpose of forming a non-profit corporation under Chapter 24.03 of the Revised Code of Washington, adopts the following Articles of Incorporation:

**ARTICLE I
NAME**

The name of the corporation shall be Indian Summer Homeowners Association, hereinafter called the "Association".

**ARTICLE II
DURATION**

The period of duration of the Association shall be perpetual.

**ARTICLE III
PURPOSES AND POWERS**

Said corporation is organized exclusively as a homeowners association within the meaning of Section 528 of the Internal Revenue Code of 1954 (or the corresponding provision of any future U.S. Internal Revenue law). This Association does not contemplate pecuniary gain or profit to its members.

The specific purposes for which this Association is formed are to provide for maintenance, preservation, and architectural control of the buildings, grounds, and common areas of certain property in Thurston County, Washington, more particularly described on Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions for the Indian Summer Residential Community (the "Declaration"). As more specifically set forth in the Declaration, additional property may be subjected to the Declaration and brought within the operation of the Association. The Association shall also promote the health, safety, and welfare of the residents within said property, and any additions thereto, all in accordance with the provisions of the Declaration. Without limiting the foregoing, the Association shall have the authority to:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the property and recorded or to be recorded in the Office of the Thurston County Auditor, and as the same may be

amended from time to time as therein provided, said Declaration being incorporated herein as if fully set forth.

(b) Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration, and pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(d) Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(e) Dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility or to Indian Summer Partnership or its transferees in interest to the Indian Summer Golf Course for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless such transfer has been approved by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer.

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members.

(g) Have and exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Washington by law may or hereafter have or exercise.

ARTICLE IV DISSOLUTION

The Association may be dissolved with the assent given in

writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE V REGISTERED AGENT

The address of the initial registered office of the Association is: 314 East Legion Way, Olympia, Washington, 98501, and the name of the initial registered agent at such address is Richard L. Ditlevson.

ARTICLE VI BOARD OF DIRECTORS

The affairs of the corporation shall be managed by the Board of Directors (who need not be members of the Association). Pursuant to Article II, Section 2.01(w) and Article III, Section 3.06.02 of the Declaration, until the Transfer Date, Indian Summer Partnership shall have the right to appoint and remove the members of the Board of Directors. After the Transfer Date Indian Summer Partnership shall appoint one (1) member of the Board of Directors and the remaining Directors shall be elected by the membership at the Association's annual meeting.

The number of Directors constituting the initial Board of Directors of the Association 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 qualified are:

Name	Address
Gerald Alferts	22123 Dockton Road SW Vashon Island, Washington 98070
Robert Oar	2925 Orange Olympia, Washington 98501
Stephen Palken	c/o Aoki Corporation The Westin Building 2001 6th Avenue Seattle, Wa. 98121

The number, qualifications, terms of office, manner of election, time and place of meetings, and powers and duties of the Directors shall be prescribed in the Bylaws.

**ARTICLE VII
LIMITATION ON PERSONAL LIABILITY
AND INDEMNIFICATION OF DIRECTORS AND OFFICERS**

A. **Limitation on Personal Liability.** No Director or officer of the Association shall be personally liable for monetary damages for conduct as a Director or officer, provided that this provision shall not eliminate or limit the liability of a Director or officer for acts or omissions that involve intentional misconduct by a Director or officer or a knowing violation of law by a Director or officer, or for any transfer from which the Director or officer will personally receive a benefit in money, property, or services to which the Director or officer is not legally entitled. If RCW 24.03 or 23B.08 are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of Directors and officers, then the liability of Directors and officers shall be eliminated or limited to the full extent permitted by RCW 24.03 and/or RCW 23B.08 as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a Director or officer of the Corporation existing at the time of such repeal or modification for or with respect to an act or omission of such Director or officer occurring prior to such repeal or modification.

B. **Indemnification of Directors and Officers.**

1. **Right to Indemnification.** Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director or officer of the Corporation or, while a Director or officer, he or she is or was serving at the request of the Corporation as a Director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a Director, trustee, officer, employee or agent or in any other capacity while serving as a Director, trustee, officer employee or agent, shall be indemnified and held harmless by the Corporation, to the full extent permitted by applicable law as then in effect, against all expense liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually

and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a Director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section B of this Article with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such person seeking indemnification, as is authorized by the Board of Directors of the Corporation in connection with a proceeding (or part thereof). The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Director or officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or officer is not entitled to be indemnified under this Section or otherwise.

2. Right of Claimant to Bring Suit. If a claim under Section B(1) of this Article is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Corporation), and thereafter the Corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its members) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Corporation

(including its Board of Directors, independent legal counsel or its members) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

3. **Nonexclusivity of Rights.** The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of members or disinterested Directors or otherwise.

4. **Insurance, Contracts and Funding.** The Corporation may maintain insurance, at its expense, to protect itself and any Director, trustee, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprises against any expense, liability or loss. The Corporation may, without further member action, enter into contracts with any Director or officer of the Corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

5. **Indemnification of Employees and Agents of the Corporation.** The Corporation may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Corporation with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and officers of the Corporation or pursuant to rights granted pursuant to, or provided by, RCW 24.03 or otherwise.

ARTICLE VIII INCORPORATOR

The name and address of the incorporator is Richard L. Ditlevson, the attorney for Indian Summer Partnership, 314 East Legion Way, Olympia, Washington 98501.

**ARTICLE IX
LIMITATION ON BENEFIT OF EARNINGS**

No part of the net earnings of the Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any member or individual.

**ARTICLE X
MEMBERSHIP**

Every owner of a Lot or Dwelling shall be a member of this Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling which is subject to assessment.

**ARTICLE XI
CLASSES OF MEMBERSHIP**

The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" members shall be all owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot or Dwelling owned. When more than one person holds an interest in any Lot or Dwelling, all such persons shall be members. The vote for such Lots or Dwellings shall be divisible and exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling.

(b) Class "B". The Class "B" member(s) shall be the Declarant, and shall be entitled to three (3) votes for each Lot or Dwelling owned. The Class "B" membership shall cease and be converted into Class "A" membership upon the Transfer Date as that term is defined in the Declaration.

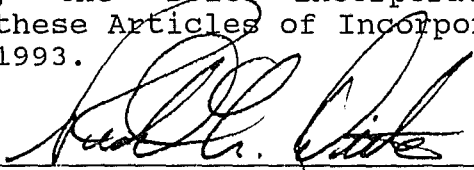
**ARTICLE XII
AMENDMENT OF ARTICLES**

These Articles may be amended by the assent of members holding seventy-five percent (75%) of the total votes in the Association; provided, however, that until the Transfer Date, as that term is defined in the Declaration, any such amendment must be approved by Indian Summer Partnership; provided further, however, that the Board of Directors shall have the authority to appoint a new Registered Agent, and the Directors shall be elected as stated in the Bylaws, without the need to amend these Articles.

ARTICLE XIII
DEFINITION OF TERMS

The terms used in these Articles of Incorporation shall have the same meaning as in the Declaration.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Washington, the undersigned, constituting the sole incorporator of this corporation, has executed these Articles of Incorporation this 23rd day of September, 1993.



Richard L. Ditlevson, Incorporator