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APPROVED As to Form

And Filed July 26 1968

A. Ludlow Kramer

Secretary of State

By K. Carter

Corporation Secretary

**ARTICLES OF INCORPORATION  
OF  
TIMBERLANE HOMES ASSOCIATION, INC.**

In compliance with the requirements of Title 24, Revised Code of Washington, the undersigned, all of whom are residents of the State of Washington and citizens of the United States and all of whom are over the age of twenty-one (21) years, have this day voluntarily associated themselves together for the purpose of forming a non-profit corporation and do hereby make, subscribe, execute and adopt, in triplicate, the following articles of incorporation, and certify as follows:

**Article I**

The name of the corporation shall be TIMBERLANE HOMES ASSOCIATION, INC.

**Article II**

The principal office of the corporation is located at 800 156th Ave. N.E., Bellevue, Washington.

**Article III**

**Purpose And Powers Of The Corporation**

This corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of certain of the residence lots and the common properties within that certain tract of property described as Timberlane Estates Div. I as recorded in Volume 5138 of plats, pages 369 through 406, records of King County, Washington, and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article VIII herein, and for this purpose.

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the “Declaration”, applicable to the property and recorded or to be recorded in the Office of the King County Auditor and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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

(c) To 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) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, and

(e) To have and to 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 now hereafter have or exercise.

#### **Article IV Membership**

Every person or entity who is the record owner of a fee interest in any lot which is subject by covenants of record to assessment by the Trustee named in the Declaration of Covenants, Conditions and Restrictions or by the Association, shall be a member of the Association: Provided, however, that if any lot is held jointly by two (2) or more persons, the several owners of such interests shall designate one of their number as the “member”.

The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by said Trustee or by the Association, except that the incorporators shall be eligible for membership without regard to ownership of an interest in the properties. Incorporators who are not owners of contract purchasers of any lot subject to assessment shall cease to be members of the Association at the expiration of two (2) weeks from the date of incorporation of the Association. Upon transfer of the fee interest to any lot, the membership and certificate of membership in Association shall ipso facto be deemed to be transferred to the grantee. Ownership of any such lot shall be the sole qualification for membership.

#### **Article V Voting rights**

No person shall have more than one (1) membership regardless of the number of lots owned, and the interest of each member, and no member may acquire any interest which shall entitle him to any greater voice, vote or authority in the Association than any other member. In the case of jointly by two (2) or more persons, only the joint owner designated as the “member” pursuant to Article IV hereof shall be entitled to vote.

In the event that the Non-Profit Corporation Law of the State of Washington as set forth in Title 24, Revised Code of Washington is changed to permit one member of a non-profit corporation to exercise greater voting rights than another member, voting shall thereafter be according to the number of lots owned, that is, members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article IV. When more than one person holds such interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

## **Article VI Board of Directors**

The affairs of this corporation shall be managed by a Board of not less than five (5) nor more than nine (9) Directors who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors for not less than two (2) months and not more than six (6) months and until the election of their successors are:

<u>Name</u>	<u>Address</u>
Dick Willard	800 156th Avenue N.E. Bellevue, Washington
John A.L. Howe	800 156th Avenue N.E. Bellevue, Washington
Dick Kempa	800 156th Avenue N.E. Bellevue, Washington
Frank Murdrovich (filed as Mudrovich)	800 156th Avenue N.E. Bellevue, Washington
George E. Bell	800 156th Avenue N.E. Bellevue, Washington

At the first annual meeting, which shall be held not later than six months from the date of incorporation of this Association, the members shall elect three Directors for a term of one (1)

year, three Directors for a term of two (2) years and three Directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (3) Directors for a term of three (3) years.

## **Article VII Liabilities**

The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed 150 percent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership.

## **Article VIII Annexation of Additional Properties**

Section 1. The Association may, at any time, annex additional residential properties and common areas to the properties described in Article III, and so add to its membership under the provisions of Article IV: Provided, that annexation of additional properties other than properties within the general plan of development provided for in Section 2 hereof, shall require the assent of two-thirds (2/3) of the members Association. During such time as the common properties are held by the Trustee named in the Declaration of Covenants, Conditions and Restrictions, annexation of additional properties under this Section 1 shall also require the prior written approval of the Developer named in such Declaration.

Section 2. If within ten years of the date of recording of the Declaration of Covenants, Conditions and Restrictions applicable to the properties, the Developer named therein should develop additional lands within the area described in Exhibit "A" attached to such Declaration, such additional lands may be annexed to the property without the assent of the members of the Association: Provided however, that the development of additional lands described in this section shall be in accordance with the general plan submitted to the Federal Housing Administration and the Veterans Administration with the processing papers for Timberlane Estates Div. I. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration and the Veterans Administration prior to such development. If either the Federal Housing Administration or the Veterans Administration determines that such detailed plans are not in accordance with the general plan on file with it and so advises the Association and the Developer, the development of the additional lands must have the assent of two-thirds (2/3) of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting set for the purpose of the foregoing. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not forthcoming

at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Article IX**  
**Authority to Mortgage**

Any mortgage by the Association of the Common Properties defined in the Declaration shall have the assent of two-thirds (2/3) of the members of the Association.

**Article X**  
**Authority to Dedicate**

The Association shall have power to dedicate, or transfer all or any part of the Common Properties owned by it to any governmental unit or public agency or authority or public utility 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 an instrument signed by two-thirds (2/3) of the members of the Association entitled to vote has been recorded, agreeing to such dedication or transfer.

**Article XI**  
**Dissolution**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members of the Association. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they are required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

**Article XII**  
**Duration**

The corporation shall exist perpetually.

**Article XIII**  
**Meetings for Actions Governed by Articles VII through XI**

In order to take action under Articles VII through XI, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or proxies entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the members are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

#### **Article XIV Amendments**

Amendments of these Articles by the Association so as to change its name, its purposes, the place where its principal place of business will be, the number of its trustees, or the duration of its existence, shall be by affirmative vote of a majority of its members, but amendment of any other provisions of these Articles shall require the affirmative vote of seventy-five (75%) of the members.

#### **Article XV FHA/VA Approval**

As long as title to the common properties is held by the Trustee as provided in the Declaration, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional properties, mortgaging of Common Properties, dedication of Common Properties, dissolution and amendment to these Articles.



Notary Public in and for the State of  
Washington, residing at Seattle.