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*State of Washington*

**Secretary of State**

CORPORATIONS DIVISION

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801 Capitol Way South

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Olympia WA 98504-0234

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FILED  
JANUARY 5, 2017  
SECRETARY OF STATE  
STATE OF WASHINGTON

**NonProfit Corporation**

**Office Information**

**Application ID** 4037093  
**Tracking ID** 3404531  
**Validation ID** 3349713-001  
**Date Submitted for Filing:** 1/5/2017

**Contact Information**

**Contact Name** LeAnne Bremer  
**Contact Address** Pier 70  
2801 Alaskan Way, Ste 300  
Seattle  
WA  
98121  
  
**Contact Email** mari.jessup@millernash.com  
**Contact Phone** 360-699-4771

**Articles of Incorporation**

**Preferred Name** GREEN MOUNTAIN PHASE 1 HOMEOWNERS ASSOCIATION  
**Alternate Name 1** Green Mountain Phase 1 Homeowners Assoe.  
**Alternate Name 2** Green Mountain Phase 1 Homeowners Assoc.  
**Purpose** Any Lawful Purpose  
**Duration** Perpetual  
**Incorporation Date** Effective Upon Filing by the Secretary of State

<b>Expiration Date</b>	1/31/2018
<b>Distribution of Assets</b>	
<b>Asset Distribution Plan Uploaded</b>	PLAN_OF_DISTRIBUTION.pdf

### Registered Agent Information

<b>Agent is Entity</b>	
<b>Agent Name</b>	MN Service Corporation (WA)
<b>Agent Street Address</b>	Pier 70 2801 Alaskan Way Suite 300 Seattle WA 98121
<b>Agent Mailing Address</b>	Same as Street Address
<b>Agent Email Address</b>	mari.jessup@millernash.com
<b>Submitter/Agent Relationship</b>	Submitter has signed consent of specified agent

### Initial Directors Information

<b>Director #1</b>	
<b>Director Name</b>	Ralph Emerson
<b>Title</b>	Director
<b>Director Address</b>	26895 Aliso Creek Road Suite B-522 Aliso CA 92656

### Incorporators Information

**Incorporator #1**

**Incorporator Name**

LeAnne Bremer MN Service Corporation (WA)

**Incorporator Address**

Pier 70  
2801 Alaskan Way, Ste 300  
Seattle  
WA  
98121

### Signature Information

**Signed By**

LeAnne Bremer

ARTICLES OF INCORPORATION  
OF  
GREEN MOUNTAIN PHASE 1 HOMEOWNERS ASSOCIATION  
A Washington Nonprofit Corporation

The undersigned, acting as Incorporator of a corporation organized under the provisions of the Washington Nonprofit Corporation Act (Act, as codified in Revised Code of Washington Chapter 24.03) adopts the following Articles of Incorporation.

ARTICLE 1  
Name

The name of the corporation is the Green Mountain Phase 1 Homeowners Association (Association).

ARTICLE 2  
Period of Duration

The period of duration of the Association is perpetual.

ARTICLE 3  
Purposes

3.1. This Association is organized for these purposes:

- 3.1.1. To operate as a nonprofit owners association under the Act;
- 3.1.2. To preserve, protect and improve the quality and character of the Green Mountain Phase 1 development in Camas, Washington; and
- 3.1.3. To do everything necessary, proper, advisable, and convenient for the accomplishment of these purposes.

ARTICLE 4  
Powers

4.1 The Association may exercise its powers under the authority of the Board of Directors (Board). The management of the affairs, property, and interests of the Association are vested in the Board. In addition to the powers and authorities expressly conferred upon the Board by these Articles, Bylaws and in any other Governing Document defined in the Bylaws, the Board may exercise all powers of the Association and do all lawful acts and things as are not directed or required to be exercised or done by the members of the Association by statute or any other Governing Document, including, but not limited to, the following items:

- 4.1.1 To adopt and amend rules, and regulations;

4.1.2 To adopt and amend budgets (to be ratified by members) for revenues, expenditures, and reserves, and to collect Assessments, annually, quarterly, monthly, or otherwise, to cover the cost of operating, repairing, improving, insuring, paying taxes on and maintaining property owned or maintained, repaired, managed or administered by the Association, including Common Areas and Improvements (Association Property), and to use and expend the Assessments for Association purposes;

4.1.3 To make contracts and incur liabilities;

4.1.4 To impose and collect any payments, fees, or charges for the use, maintenance and repair of the Association Property, and for services provided to Owners;

4.1.5 To make, or contract to have made, repairs, restoration, or alteration of Association Property after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

4.1.6 To regulate the use, maintenance, repair, replacement, and modification of Association Property, including, but not limited to, any additional improvements to be made as a part of the Association Property;

4.1.7 To acquire and hold in its own name any right, title, or interest to real or personal property, which is a part of the Association Property;

4.1.8 To grant permits, easements, leases, licenses, and concessions through or over the Association Property for utilities, roads and other purposes necessary for the proper operation of the Green Mountain Phase 1 development and petition for or consent to the vacation of streets and alleys;

4.1.9 To impose and collect reasonable and lawful charges for the preparation and recording of amendments to the Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Green Mountain Phase 1 development (Declaration), and updates and statements of unpaid Assessments;

4.1.10 To collect delinquent Assessments by suit or otherwise, to abate nuisances, and to enjoin or seek damages from members or others for violations of the Declaration or rules and regulations adopted by the Board. The rules and regulations and amendments are binding upon the members when the Board has approved them in writing and mailed a copy of the rules and regulations, and all amendments, to each member at the address of the member reflected in the records of the Association;

4.1.11 To impose and collect charges for late payment of assessments, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Declaration, Bylaws, rules and regulations and other Governing Document of the Association;

4.1.12 To institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself;

4.1.13 To employ managers or independent contractors, including, but not limited to, legal counsel, accountants and other professionals or consultants as the Board deems necessary or appropriate, or other employees as the Board deems necessary and to prescribe their duties;

4.1.14 To open bank accounts and borrow money on behalf of the Association and to designate the signatories for the accounts;

4.1.15 To bring and defend actions by or against one or more existing or former members, directors, officers, or agents pertinent to the operation of the Association and to levy special Assessments to pay the cost of litigation;

4.1.16 To have and carry out all of the powers listed in these Articles, the Bylaws and the Declaration, unless these powers have been reserved to the Declarant or members by the Act, these Articles, the Declaration, the Bylaws or other Governing Document;

4.1.17 To provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;

4.1.18 To pay any amount necessary to discharge any lien or encumbrance levied against the Association Property, and where one or more Owners are responsible for the existence of a lien, the Board has the power to jointly and severally assess these Owners the cost of discharging it, and any costs and expenses (including court costs and attorneys' fees) incurred by the Board by reason of the lien or liens;

4.1.19 To establish and administer a reserve account as described in Chapter 64.38 RCW, and prepare a reserve study as described in Chapter 64.38 RCW, if required, or if the Board deems advisable;

4.1.20 To exercise any other powers conferred by the Act, the Declaration or the Bylaws;

4.1.21 To exercise all other powers that may be exercised in this state by the same type of corporation as the Association; and

4.1.22 To exercise any other powers necessary and proper for the governance and operation of the Association.

## ARTICLE 5

### Membership and Voting Rights

5.1 The Association will have members consisting of every owner of a Lot located within the Association's jurisdiction as defined in the Declaration.

5.2 Membership will be without regard to race, religion, national origin, sex, age, and mental or physical handicap.

5.3 The voting power is set forth in the Declaration.

## ARTICLE 6 Board of Directors

6.1 Except for the Declarant under the Declaration or directors appointed by the Declarant, directors must be members of the Association. The number of directors of this Association, their terms, and the manner in which they are appointed or elected is set forth in the Bylaws of the Association.

6.2 The name and address of the person who will serve as the initial director of the Association, and who has consented to the appointment, is as follows:

Ralph Emerson 26895 Aliso Creek Rd. Ste. B-522  
Aliso, CA 92656

## Bylaws

6.3 The Bylaws of the Association regulate the internal affairs of the Association and may contain any provisions for the regulation and management of the affairs of the Association not inconsistent with these Articles, the Declaration, and the Act, and may set forth the following:

6.3.1 The number, qualifications, powers and duties, terms of office, and manner of electing and removing the Board and officers and filling vacancies;

### 6.3.2 Appointment by the Board of the officers of the Association;

6.3.3 Which, if any, of its powers the Board or officers may delegate to other persons or to a managing agent:

6.3.4 Which of its officers may prepare, execute, certify, and record amendments to the Governing Documents on behalf of the Association; and

6.3.5 Subject to the provisions of the Association's Governing Documents, any other matters the Association deems necessary and appropriate.

6.4 The initial Bylaws of the Association will be adopted by the Association's initial Board, which Bylaws may be amended as provided in these Articles.

## Amendments

6.5 The power to amend, alter, change, restate, or repeal any provisions contained in these Articles of Incorporation is reserved to the members of the Association. This power may be exercised at an annual meeting, or at a special meeting of the members called for that purpose, at which a quorum is present. A proposed change in the Articles will be adopted upon receiving at least a majority of the Total Voting Power of the Association represented by Owners present in person or by proxy at a meeting, or at least a majority of the Total Voting Power of the Association voting by a mailed or electronic ballot.

6.6 The power to alter, amend, restate or repeal the Bylaws, or to adopt a new set of Bylaws, is reserved to the members at an annual meeting, or at a special meeting called for that purpose, at which a quorum is present. A proposed change in the Bylaws will be adopted upon receiving at least a majority of the Total Voting Power of the Association represented by Owners present in person or by proxy at a meeting, or at least a majority of the Total Voting Power of the Association voting by a mailed or electronic ballot.

## ARTICLE 7 Funds and Assets

7.1 This Association may use its funds only to accomplish the purposes stated in these Articles and those which are consistent with Washington law and, if applicable, Section 501(c) of the Internal Revenue Code. The Association is not formed for pecuniary or financial gain, and no part of the funds of this Association may inure to the benefit of or be distributed to the directors or officers of the Association, except to the extent permitted under the Acts, these Articles of Incorporation and/or the Association's Bylaws.

7.2 The Association may not:

- (i) have or issue shares of stock;
- (ii) make any disbursement of income to its members, directors or officers in that capacity; nor
- (iii) loan money or credit to its officers or directors.

7.3 The Association may pay compensation in a reasonable amount to its members, directors, or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

7.4 In the event this Association dissolves, the membership of the Association, which consists of all of the Owners at the time of termination, or their heirs, successors, or assigns, are entitled to distributions of any proceeds consistent with a plan of distribution adopted by the Board of Directors and subject to any requirements of the Acts.

**ARTICLE 8**  
**Limitation on Director Liability**

8.1 A director of the Association will not be personally liable to the Association or its members for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, or (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If the law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then, the liability of a director of the Association will be eliminated or limited to the fullest extent permitted by the law, as amended.

8.2 Any repeal or modification of Section 8.1 by the members of the Association will not adversely affect any right or protection of a director of the Association existing at the time of the repeal or modification.

**ARTICLE 9**  
**Indemnification**

The Association has the power and authority but not the obligation to indemnify the directors and officers of the Association, either existing or former, who may be party to any proceeding by reason of being or having served in that capacity on behalf of the Association, against any judgment, penalties, fines, settlements and reasonable expenses including legal fees actually incurred by a director or officer in connection with a proceeding, to the full extent provided in RCW 23B.08.500 to 23B.08.570, RCW 23B.17.030 and RCW 24.03.043, or any amendments or restatements. The Association also has the power and authority but not the obligation to provide indemnification to any employee or agent of the Association as allowed by law.

**ARTICLE 10**  
**Registered Agent and Registered Office**

The address of the initial registered office of the Association and the name of the initial registered agent of the Association at such street address is:

MN SERVICE CORPORATION (WA)  
Pier 70  
2801 Alaskan Way, Suite 300  
Seattle, Washington 98121

**ARTICLE 11**  
**Articles of Incorporation**

These Articles of Incorporation represent the full and complete Articles of Incorporation of the Green Mountain Phase 1 Homeowners Association.

## ARTICLE 12 Incorporator

The name and street address of the Incorporator of the Association is:

MN Service Corporation (WA)      Pier 70  
2801 Alaskan Way, Suite 300  
Seattle, Washington 98121

On this 5<sup>th</sup> day of January 2017, I have executed these Articles of Incorporation and have obtained the consent of each of the initial directors named to serve.

MN SERVICE CORPORATION (WA), a Washington corporation, Incorporator, by:

Washington Corporation, Inc.  


CONSENT TO APPOINTMENT AS REGISTERED AGENT

On behalf of MN Service Corporation (WA), I consent to serve as Registered Agent in the State of Washington for the Green Mountain Phase 1 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.

Date Signed: January 5, 2017.

MN SERVICE CORPORATION (WA), a  
Washington corporation, Registered Agent, by:



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LeAnne M. Bremer, Vice-President

Address of Registered Agent:

Pier 70  
2801 Alaskan Way, Suite 300  
Seattle, Washington 98121