

ARTICLES OF INCORPORATION
OF
SUNRISE PLACE HOMEOWNERS ASSOCIATION

THE UNDERSIGNED, acting as incorporator of the Corporation under the provisions of The Washington Non-profit Corporation Act (Revised Code of Washington 24.03) adopts, the following Articles of Incorporation for the Corporation.

ARTICLE I
NAME

The name of the Corporation is **SUNRISE PLACE HOMEOWNERS ASSOCIATION.**

ARTICLE II
PERIOD OF DURATION

The period of duration of the Corporation is perpetual.

ARTICLE III
PURPOSE

This Corporation is organized for the following purposes:

1. To provide for maintenance, preservation and architectural control of the residence Lots and Common Areas, including but not limited to private roadways, parking lot, and the recreation area as such lots and common areas are designated on the recorded plat or plats of Sunrise Place Townhome Subdivision located within that certain tract of property described on Exhibit "A" attached hereto and by this reference made a part hereof, and to promote the health, safety, protection and welfare of the

residents within the above-described property.

2. To be operated as a nonprofit corporation under the Washington Nonprofit Corporation Act (RCW24.03) and the applicable non-profit qualification provisions under Federal law and regulations.

3. To preserve, protect and improve the quality and character of Sunrise Place Townhome Subdivision and to do everything necessary, proper, advisable, and/or convenient for the accomplishment of this purpose.

4. The Corporation may engage in any lawful activity for which corporations may be organized under Washington Law and the Revised Code of Washington. These activities may include but shall not be limited to the following:

- a. To enter into, make and perform contracts of any kind and description.
- b. To borrow or raise monies for any of the purposes of the Corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments, and evidence of indebtedness, and to secure payment of any thereof, and of the interest thereon by mortgage, deed of trust, or other security device, placed upon the whole or part of the property of the Corporation, and to sell, pledge and otherwise dispose of such bonds or other obligations of the Corporation for its corporate purposes.
- c. To transfer memberships.
- d. To monitor and enforce the Declaration of the Covenants, Conditions and Restrictions and Reservations for Sunrise Place Townhome Subdivision, and any amendments or restatements (hereinafter collectively referred to as the Declaration), and the terms thereof.
- e. To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declarations of Covenants Conditions and Restrictions of Sunrise Place Townhome Subdivision and the Bylaws of the Corporation and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation.

- f. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, encumber, pledge, dedicate for public use or otherwise hold or dispose of any real or personal property in connection with the affairs of the Corporation.
- g. To have and exercise all powers suitable, convenient, proper or incidental to the foregoing purposes.

ARTICLE IV MEMBERSHIP

1. Membership. The Corporation shall have members. Membership and qualifications and rights of members shall be determined by the Sunrise Place Townhome Subdivision Declaration of Protective Covenants and the Board of Directors. Certificates evidencing membership in the Corporation may be issued by the Corporation to all members.

2. Membership Qualifications. Voting membership in the Corporation shall be open to owners of lots in Sunrise Place Townhome Subdivision as set forth in Sunrise Place Townhome Subdivision Declaration of Protective Covenants and by the Board of Directors.

3. Benefit to Members. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its directors, trustees, officers, or members, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles of Incorporation.

Notwithstanding any other provision of these Articles, the Corporation shall carry out activities and use its funds only to accomplish the purposes stated in these Articles and those which are consistent with Title 24.03 of the Revised Code of Washington and the appropriate subsections, if any, of 501 (c) of the Internal Revenue Code under which the corporation qualifies for its nonprofit status.

ARTICLE V POWERS OF THE ASSOCIATION

1. The Association is vested with the power and authority to, and shall, assesses and collect, from time to time, monies from its proprietary members, making such assessment a lien upon the residential lot owned: (a) annual assessment or charges, or (b) special assessments, for capital improvements, maintenance, and operating costs, including payment of taxes and assessments, as the case may be; the method, manner and means of making such assessment and collection to be set forth

in the Bylaws of the Corporation.

2. The Association may exercise all of the powers and privileges and 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 County Auditor, Clark County, Washington, and as the same may be amended from time to time as therein provided, said Declaration and any subsequent amendments thereto being incorporated herein by reference as if set forth in full.

3. The Association may 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 Association, including all licenses, taxes or governmental charges, levied or imposed against the property of the Association.

4. The Association may borrow money, and with the assent of sixty percent (60%) of the 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.

5. The Association may dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or 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 has been signed by sixty percent (60%) of the members, agreeing to such dedication, sale or transfer.

6. The Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of sixty percent (60%) of the members.

7. The Association may have and may exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation Act of the State of Washington by law may now or hereafter have or exercise.

ARTICLE VI INTERNAL AFFAIRS OF THE CORPORATION

The internal affairs of the Corporation shall be regulated by Bylaws and the members shall have the power to adopt, amend or repeal the Bylaws of the Corporation by concurrence of those voting members holding sixty percent (60%) of the voting power of all members at any regular or special meeting of the membership of the Corporation. The Bylaws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with these Articles, the

Act, and Sunrise Place Townhome Subdivision Declaration of Protective Covenants.

ARTICLE VII DISSOLUTION

Upon the dissolution of the Corporation, if the corporation is qualified under a subsection of 501(c) of the Internal Revenue Code, no member or private person, corporate or individual, or other private interest, shall be entitled to any distribution or division of its remaining funds and any other property and rights and interest in property, and the balance thereof, after the payment of all debts and liabilities of the Corporation of whatsoever kind and nature, (including the payment of loans and contributions, the repayment of which has been authorized in its Certificate of Incorporation or Reincorporation) shall be equally distributed to such organizations that shall qualify under Section 501(c) of the Internal Revenue Code, as amended, and as provided by the Corporation.

Upon the dissolution of the Corporation; if the Corporation is not qualified under a subsection of 501(c) of the Internal Revenue Code, the net assets of the corporation shall be distributed to the members of the Corporation on a pro rata basis equal to the percentage of individual interest in the common areas and facilities appertaining to each member as set forth in Sunrise Place Townhome Subdivision Declaration of Protective Covenants.

ARTICLE VIII REGISTERED OFFICE AND AGENT

The address of the initial registered office of this Corporation shall be:

Sunrise Home Builders, LLC
7017 NE Highway 99, Suite 101
Vancouver, WA 98665

The name of the initial registered agent of this Corporation at said address shall be and is: Darren E. Bates.

ARTICLE IX BOARD OF DIRECTORS

The number of directors constituting the initial board of directors of the Corporation shall be one (1) director. The name and address of the person who is to serve as the initial director of the Corporation are as follows:

Darren Bates
Sunrise Home Builders, LLC

7017 NE Highway 99, Suite 101
Vancouver, WA 98665

The number of directors of this Corporation shall be set forth in the Bylaws of the Corporation. The directors need be members of the Corporation or immediate family members residing in the member's home. The manner in which directors shall be elected or appointed shall be provided in the Bylaws.

ARTICLE X INDEMNIFICATION

The Corporation shall indemnify every member of the Board of Directors and officer of the Corporation, either existing or former, who may be party to any proceeding by reason of being or having been such Board member or officer, against any judgment, penalties, fines, settlements and reasonable expenses including legal fees actually incurred by such director or officer in connection with such proceeding, to the full extent allowed in accordance with RCW 23B.08.025, as applied by RCW 23B.08.026 and RCW 24.03.043, or any amendments or restatements thereof. The foregoing right of indemnification shall not be exclusive of other rights to which such director or officer may be entitled, and the Corporation shall have the right in its discretion to provide further indemnification to such directors and officers pursuant to RCW 23B.08.025(10), or any amendments or restatements thereof. The Corporation shall also have the right to provide indemnification to any employee or agent of the Corporation to the full extent allowed by the above-referenced State law, however such indemnification shall not be mandatory. It is intended by this provision that the Corporation bind itself to provide the fullest possible indemnification to each director and officer of the Corporation as now allowed by and consistent with state law or any amendments or changes to State law adopted subsequently hereto.

ARTICLE XI LIMITATION ON LIABILITY

The personal liability of a Director to the Corporation or its members for monetary damages for conduct as a Director is eliminated. However, such limitation of liability shall not eliminate or limit the liability of a Director for acts or omissions that involve intentional misconduct by a Director or a knowing violation of law by a Director, or 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. This provision shall apply only prospectively, and eliminates or limits Director liability for any act or omission occurring only after the effective date of this provision.

ARTICLE XII
INCORPORATOR

The name and address of the incorporator of the Corporation are:

Darren Bates
Sunrise Home Builders, LLC
7017 NE Highway 99, Suite 101
Vancouver, WA 98665

IN WITNESS WHEREOF, the incorporator hereinabove named has hereunder
set his name this 27th day of September, 2006.

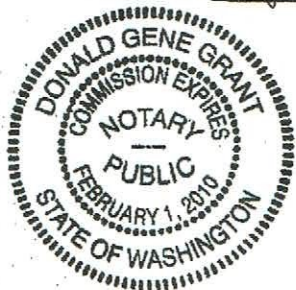


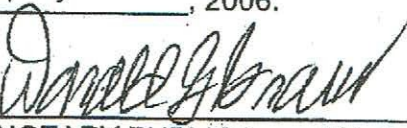
DARREN BATES, INCORPORATOR

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that Darren E. Bates appeared personally before me and that I know or
have satisfactory evidence that he signed this instrument and acknowledged it to be his
free and voluntary act for the uses and purposes mentioned herein.

DATED: September 27, 2006.





NOTARY PUBLIC in and for the
State of Washington
My Commission Expires: 2/1/10



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-8934 • www.hagedornse.com

February 23, 2006

PERIMETER DESCRIPTION FOR SUNRISE PLACE

Located in the Peter Fulkerson Donation Land Claim being in the Southeast quarter of the Southwest quarter of Section 1, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass plug marking the Northwest corner of the Peter Fulkerson Donation Land Claim as shown in a 2006 "Hagedorn, Inc. Survey"; thence South $89^{\circ} 05' 34''$ East, along the centerline of NE 82nd Street, for a distance of 245.03 feet to a 1/2 inch iron rod marking the Northeast corner of the "Martens tract", as described under Clark County Auditor's File No. 3926555, as shown in a 2006 "Hagedorn, Inc. Survey" and the TRUE POINT OF BEGINNING; thence continuing South $89^{\circ} 05' 34''$ East, along the centerline of NE 82nd Street, for a distance of 85.03 feet to a 1/2 inch iron rod marking the Northwest corner of "Hunsinger Townhomes", recorded in Book 311 of Plats, page 257, Clark County Auditor's Records (2006 "Hagedorn, Inc. Survey"); thence South $03^{\circ} 23' 03''$ West, along the West line of "Hunsinger Townhomes" (311-257), for a distance of 262.94 feet to the Southwest corner thereof; thence South $89^{\circ} 07' 03''$ East, along the South line of "Hunsinger Townhomes" (311-257), for a distance of 169.98 feet to the Southeast corner thereof, also being on the West line of "Cindy's Parkview Subdivision" recorded in Book 311 of Plats, page 167, Clark County Auditor's Records; thence South $03^{\circ} 23' 44''$ West, along the West line of "Cindy's Parkview Subdivision" (311-167), for a distance of 377.11 feet to the Southwest corner thereof; thence North $89^{\circ} 05' 24''$ West, along the South line of the "Sunrise Home Builders, LLC tract", described under Clark County Auditor's File No. 4002900, for a distance of 170.07 feet to a 1/2 inch iron rod as shown in Book 48 of Surveys, page 83, Clark County Auditor's Records; thence South $02^{\circ} 52' 09''$ West, for a distance of 20.06 feet to a 1/2 inch iron rod (Survey 48-83); thence North $89^{\circ} 03' 57''$ West, along the South line of the "Sunrise Home Builders, LLC tract", for a distance of 165.07 feet to a 1/2 inch iron rod at the Southwest corner thereof (2006 "Hagedorn, Inc. Survey"); thence North $03^{\circ} 22' 57''$ East, along the West line of said "Sunrise Home Builders, LLC tract", for a

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distance of 445.96 feet to a 1/2 inch iron rod (2006 "Hagedorn, Inc. Survey");
thence South 85° 43' 36" East, for a distance of 79.93 feet to a 1/2 inch iron rod
(2006 "Hagedorn, Inc. Survey"); thence North 03° 23' 50" East, for a distance of
218.70 feet to the TRUE POINT OF BEGINNING.

CONTAINS 3.57 acres.

EXCEPT County Roads.

I, Carl A. Beseda, hereby declare that the preceding Legal Description is the Legal
Description of the perimeter of this Plat to the best of my knowledge and belief, and
that it was reviewed with the care of a prudent surveyor in this locality.

LD2006\Sunrise Place-Perimeter.acb
05-233

