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STATE OF WASHINGTON

JUL 22 1998

RALPH MUNRO
SECRETARY OF STATE

**ARTICLES OF INCORPORATION
OF
FAIRWAY ESTATES AT CLASSIC GOLF & COUNTRY CLUB
HOMEOWNERS' ASSOCIATION**

In compliance with the requirements of the Washington Nonprofit Corporation Act (R.C.W. 24.03), the undersigned, a Washington state *nonprofit corp.* duly authorized to execute these Articles of Incorporation, has this day voluntarily executed these Articles of Incorporation as Incorporator for the purpose of forming a Corporation not for profit and does hereby certify the following Articles of Incorporation.

**ARTICLE 1
NAME**

The name of the Corporation is Fairway Estates at Classic Golf & Country Club Homeowners' Association, hereinafter called the "Association."

**ARTICLE 2
REGISTERED OFFICE AND AGENT**

The registered office of the Association is located at 18215 72nd Avenue South, Kent, Washington 98032. Thomas A. Barghausen is hereby appointed the initial registered agent of this Association.

I, Thomas A. Barghausen, hereby consent to serve as registered agent, in the state of Washington, for the Corporation herein named. I understand that as agent for the Corporation, it will be my responsibility to receive Service of Process in the name of the Corporation; to forward all mail to the Corporation; and to immediately notify the office of the Secretary of State in the event of my resignation or of any change in the registered office address of the Corporation for which I am agent.



Thomas A. Barghausen

DATED:

7/20/98

ARTICLE 3
PURPOSE AND POWERS OF THE ASSOCIATION

This Association 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 the residence Lots, Common Areas, and Common Maintenance Areas within that certain tract of real property (the "Property") described as follows:

The plat of Fairway Estates at Classic Golf & Country Club in Pierce County, Washington, being a subdivision of that certain real property, more particularly described as follows:

Lots 1 through 85, inclusive, and Tracts "A" and "B" of the plat of "Fairway Estates at Classic Golf and Country Club" per map recorded July 20, 1998, under Auditor's File No. 9807205001, being a portion of the Northeast quarter of Section 12, Township 18 North, Range 3 East of the Willamette Meridian. Together with and subject to easements, restrictions, and reservations of record. Situate in and records of the County of Pierce, State of Washington.

and to promote the health, safety and welfare of the residents within the above-described Property and any additions thereto as may hereinafter be brought within the jurisdiction of this Association for this purpose to:

- a. 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 "Declaration," applicable to the Property and recorded in the Office of the Pierce County Recorder and as the same is amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- b. fix, levy, collect and enforce payment by any lawful means of 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;
- c. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public or private 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. as provided in the Declaration, dedicate, sell or transfer all or any part of the Common Area to any private party, public agency, authority, or utility for such purposes and subject to such conditions and restrictions as may be agreed to by the members.

- 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 approvals required in the Declaration;
- g. engage in any activity which may be lawfully conducted by a nonprofit Corporation under the Washington Nonprofit Corporation Act;
- h. engage in all such activities as are incidental or conducive to the attainment of the purposes in this Corporation, or any of them, and to exercise any and all powers authorized or permitted to be done by a nonprofit Corporation under any laws that may be now or hereafter applicable or available to this nonprofit Corporation.
- i. to suspend the voting rights of a member for any period during which any assessment, or any other charge (as defined in Article 16, Section 6 of the Declaration), against the Lot remains unpaid and for a period of not to exceed sixty (60) days each for any (and for each separate) infraction of the terms of the Declaration, the Articles, or the Bylaws of the Association.

The foregoing clauses of this Article 3 shall each be construed as purposes and powers, and the matters expressed in each clause shall be in no way limited or restricted by reference to or inference from the term of any other clauses, but shall be regarded as independent purposes and powers; and nothing contained in these clauses shall be deemed in any way to limit or elude any power, right, or privilege given to this nonprofit Corporation by law or otherwise.

ARTICLE 4 MEMBERSHIP

The Association shall have two classes of voting membership:

Class "A" - Class "A" members shall be all Owners, with the exception of (1) the Declarant, while the Declarant is a Class "B" member, and (2) the owners of lots described as exempt in the Declaration. Class "A" members shall be entitled to one (1) vote for each Lot owned within the Property ("Lot"). When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, by majority determine, but in no event shall more than one (1) vote be cast with respect to any Lot, nor shall any vote be divided. When more than one person holds an interest in any lot, all such persons shall unanimously designate (in writing delivered to the secretary of the Association) one of the persons (owning an interest in the Lot) to vote (in person or by proxy) the vote for such Lot.

Class "B" - Class "B" member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership upon expiration of the Development Period, as defined in the Declaration. The Declarant shall become a Class "A" member as to any Lot(s) owned by Declarant after expiration of the Development Period.

ARTICLE 5 BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors. The number of Directors shall be fixed by the Bylaws and may be increased or decreased from time to time in the manner specified in the Bylaws. The initial Board of Directors shall consist of three (3) members. The names and addresses of the persons who are to act in the capacity of Directors (the "Initial Directors") until the first election of their successors, unless they resign or are removed, are:

Thomas A. Barghausen	18215 72nd Avenue South	Kent, WA	98032
Kenneth L. Blondin	18215 72nd Avenue South	Kent, WA	98032
Carol Benson	18215 72nd Avenue South	Kent, WA	98032

CGCC Estates, L.L.C., the Incorporator (see Article 13), is also the Declarant as defined in the Declaration of Covenants, Conditions and Restrictions of the Fairway Estates at Classic Golf & Country Club Homeowners' Association as recorded in the County of Pierce, state of Washington. The Property is subject to the Declaration. As the Declarant, the Incorporator hereby appoints the above Initial Directors as a Temporary Board appointed pursuant to Article 3, Section 3 of the Declaration. The Temporary Board of Directors and its members, and any successor Board members elected or appointed pursuant to the Bylaws of the Association, shall for all purposes be full members of the Board of Directors. A Temporary Board shall have all powers and authority granted to the Board of Directors by these Articles of Incorporation and the Bylaws of the Association.

ARTICLE 6 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, or such assets may be conveyed equally as an undivided interest thereto, to all Owner(s) of the Association, subject to the same restrictions on the use and purposes of such assets.

ARTICLE 7 DURATION

The Corporation shall exist perpetually, except as provided for herein.

ARTICLE 8 AMENDMENTS

Amendment of the Articles of Incorporation by the Association shall be by affirmative vote of 75 percent (75%) of each class of members, unless otherwise provided herein. Notwithstanding anything in these Articles to the contrary, these Articles of Incorporation may not be amended without the written consent of the Declarant so long as Declarant is a Class "A" or Class "B" voting member of the Association.

ARTICLE 9 LIABILITIES

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

ARTICLE 10 RESTRICTION ON USE OF INCOME

No part of the income of this Corporation shall inure to the benefit of any member, director, or officer of the Corporation, or any private individual, except that reasonable compensation may be paid for services rendered to or for this Corporation affecting one or more of its purposes.

ARTICLE 11 LIMITATION OF LIABILITIES/INDEMNIFICATION

To the extent permitted by law, the personal liability of a director to the Association or to the Association's members for monetary damages for conduct as a director is limited to liability 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. To the extent permitted by law, the personal liability of an officer to the Association or its members for monetary damages for conduct as an officer is limited to liability for acts or omissions that involve intentional misconduct by an officer or a knowing violation of law by an officer, or for any transaction from which the officer will personally receive a benefit in money, property, or services to which the officer is not legally entitled. To the maximum extent permitted by law, the Association shall indemnify its directors, officers and members of any corporate committee from claims asserted against any of them, and arising, as applicable, out of any action taken, or not taken, as director, officer, or member of any corporate committee.

**ARTICLE 12
BYLAWS**

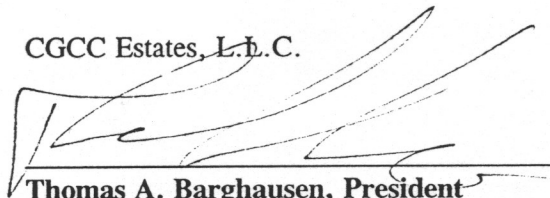
- a. Notwithstanding anything in these Articles to the contrary, the Bylaws may not be amended without the written consent of the Declarant so long as the Declarant is either a Class "A" or Class "B" voting member of the Association.
- b. The Board of Directors shall, upon obtaining the written consent of Declarant, if applicable, have full power to adopt, alter, amend or repeal the Bylaws, or adopt new Bylaws. Nothing herein shall deny the concurrent power of the Members, by the affirmative vote of a majority of the Members (and upon obtaining the written consent of Declarant, if applicable), to adopt, alter, amend or repeal the Bylaws.

**ARTICLE 13
INCORPORATOR**

The name and address of the Incorporator is CGCC Estates, L.L.C., Novastar Development Inc. managing member, 18215 72nd Avenue South, Kent, Washington 98032.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the state of Washington, the undersigned, the Incorporator of this Association, has executed these Articles of Incorporation this 20th, day of July, 1998.

CGCC Estates, L.L.C.



Thomas A. Barghausen, President
Novastar Development Inc.
Managing Member

DATED:

7/20/98