

UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, **STEVE R. HOBBS**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

**ARTICLES OF INCORPORATION**

to

**UPLANDS SOUTH HILL COMMUNITY ASSOCIATION**

A **WA MISCELLANEOUS AND MUTUAL CORPORATION**, effective on the date indicated below.

Effective Date: 06/04/2024

UBI Number: 605 561 301



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

*Steve R. Hobbs*

Steve R. Hobbs, Secretary of State

Date Issued: 06/04/2024

**ARTICLES OF INCORPORATION  
OF  
UPLANDS SOUTH HILL COMMUNITY ASSOCIATION**

The undersigned, to form a corporation under Chapter 24.06 of the Revised Code of Washington (the "Act"), and a Condominium Management Association under Section 528 of the Internal Revenue Code, hereby signs the following articles of incorporation:

**ARTICLE I - NAME**

The name of the corporation is the Uplands South Hill Community Association (the "Corporation").

**ARTICLE II - DURATION**

The duration of the Corporation shall be perpetual.

**ARTICLE III - REGISTERED AGENT**

The initial registered office of the Corporation is 7525 SE 24<sup>th</sup> Street, Suite 600, Mercer Island, WA, 98040, and the initial registered agent at such address is BE Services LLC.

**ARTICLE IV - PURPOSES, POWERS, AND  
LIMITATION OF POWERS**

**4.1 Purposes and Powers.**

4.1.1 The Corporation is organized and shall be operated exclusively for operating, managing and maintaining Upland South Hill, a Planned Development District (the "Community"), a plat community (as defined by RCW 64.90.010(37) created by the Declaration and Covenants, Conditions and Restrictions for Uplands South Hill, a Planned Development Community, which was recorded in Pierce County under Recording Number 202303090141 (the "Declaration").

4.1.2 The Corporation shall have the general power to the full extent provided by law to manage and maintain the Community subject to the limitations stated in these Articles, the Declaration, and I.R.C. § 528.

4.1.3 The Corporation may distribute surplus funds to members as allowed under the Nonprofit Act, Ch 64.90 RCW ("WUCIOA"), and the Declaration.

**4.2 Limitations.**

4.2.1 The Corporation shall receive at least 60% of its gross income from membership dues, fees, or assessments from the Members (as hereinafter defined).

4.2.2 The Corporation shall expend ninety percent (90%) or more of all its funds to operate, manage and maintain the Community.

4.2.3 The Corporation shall not permit any part of its net earnings to inure to the benefit of any Member or private individual other than by maintaining and managing the Community or by a rebate of excess membership dues, fees, and assessments.

## ARTICLE V - MEMBERSHIP AND VOTING

All unit owners, including the person or entity creating the Community ("Declarant") if such person or entity owns a unit, shall be members of the Corporation. The members shall have the voting rights granted in the Declaration and shall be subject to all qualifications and restrictions in the Declaration. Pursuant to RCW 64.90.400, upon termination of the Community, the members shall consist of all the unit owners at time of termination entitled to distribution of proceeds under RCW 64.90.290 or their heirs, successors or assigns. These Articles may be amended by resolution of the board of directors provided the resolution sets forth the form of the amendment and the amendment is approved by members holding two-thirds of the total voting power of the Association at an annual or special meeting of the members. All members shall be given notice of the meeting in the form of a record setting forth the proposed amendment or a summary of the changes to be effected thereby. The Corporation does not have capital stock and Members do not have preemptive rights to acquire additional shares of the Corporation. No member has paid any consideration to the Corporation for its membership. A dissenting member shall be limited to a return of one dollar for its membership interest in any circumstance under which it may be entitled to a return under RCW 24.06.245.

## ARTICLE VI - DISSOLUTION

The board of directors shall dissolve the Corporation upon the termination of the Community according to the procedures outlined in RCW 64.90.290. The members shall have no right to dissolve the Corporation other than upon the termination of the Community. In the event of such dissolution, the members having at least eighty percent (80%) of the total votes in the Corporation must either execute or ratify a termination agreement. If the termination agreement provides for the sale of all assets of the Corporation and all common elements and units of the Community, then such assets, common elements and units shall be held by the Corporation as trustee for the members, the Corporation shall continue to exist and shall have all powers necessary and appropriate to effect the sale. The Corporation shall distribute the proceeds of such sale to the members and lienholders as their interests may appear, in accordance with RCW 64.90.290(6) and RCW 64.90.290(8). If the termination agreement does not provide for the sale of such assets, common elements and units, then they shall be held by the members as tenants in common.

## ARTICLE VII - MANAGEMENT

7.1 There is one class of directors. The number of directors shall be as set forth in the Bylaws. The Board of Directors shall manage the affairs of the Corporation. The Declarant shall appoint the directors of the initial Board of Directors which shall consist of one (1) or more directors. Not later than sixty (60) days after conveyance of 25% of the units that may be created to Owners other than the Declarant, at least one member and not less than 25% of the members of the Board must be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance of 50% of the Units that may be created to Owners other than the Declarant, not less than one-third of the members of the Board must be elected by Owners other than the Declarant. The initial Board of Directors shall be replaced by a Board of Directors elected from among the members no later than the earlier of: (a) 60 days after conveyance of 75% of the units that may be created to members other than the Declarant, (b) two years after the last conveyance of a unit or the last exercise of a Development Right (as defined in the Declaration) to create units, or (c) the date on which the Declarant records an amendment to the Declaration pursuant to which the Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board. The initial Directors shall resign upon the election of the replacement Board of Directors. Thereafter, the number, qualifications, term of office, manner of election, time and place of meetings, and powers and duties of directors shall be as set forth in the bylaws of the Corporation. In case of vacancies in the Board of Directors by death, resignation, or otherwise, except by removal of a director and election of a successor, a majority, though less than a quorum, of the remaining directors may elect directors to fill the vacancies.

7.2 The name and address of the initial director who will manage the affairs of the Corporation until the first annual election of directors, as provided in the bylaws, or until its successor is duly elected and qualified is:

Mark Enebrad  
15318 Washington Street, Suite 104  
Sumner, WA 98390

7.3 The Board of Directors may by resolution, passed by a majority of the entire Board of Directors, designate two or more directors to constitute an executive committee which shall have and exercise the authority of the Board of Directors in the management of the business of the Corporation to the extent provided in the resolution.

ARTICLE VIII - INDEMNIFICATION OF DIRECTORS

To the extent permitted by RCW 23B.18.030, every director and officer shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his being or having been a director or officer of the Corporation, or any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases where the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification provided herein shall apply only when the Board of Directors approves such settlement as being in the best interests of the Corporation and the conduct of the director or officer was not opposed to the best interests of the corporation. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

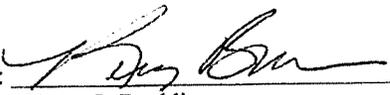
ARTICLE IX - NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator is Kerry S. Bucklin, Bucklin Evens PLLC, 7525 SE 24<sup>th</sup> Street, Suite 600, Mercer Island, WA 98040.

IN WITNESS WHEREOF, I hereto set my signature this 4<sup>th</sup> day of June, 2024.

**INCORPORATOR:**

Bucklin Evens PLLC

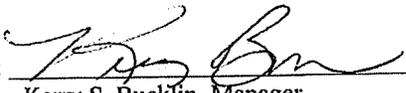
By:   
Kerry S. Bucklin

Address: 7525 SE 24<sup>th</sup> Street, Suite 600  
Mercer Island, WA 98040

**CONSENT TO SERVE AS REGISTERED AGENT**

BE Services LLC hereby consents to serve as registered agent in the State of Washington, for Uplands South Hill Community Association, a nonprofit corporation. As agent for the Corporation, BE Services LLC will be responsible for receiving service of process in the name of the Corporation; forwarding all mail to the Corporation; and immediately notifying the office of the Secretary of State in the event of its resignation, or of any changes in the registered office address of the Corporation.

BE Services LLC, a Washington limited liability company

By:   
Kerry S. Bucklin, Manager

7525 SE 24<sup>th</sup> Street, Suite 600  
Mercer Island, WA 98040