

**ARTICLES OF INCORPORATION
OF
ISLAND PRIVATE MEADOWS OWNERS ASSOCIATION**

The undersigned, acting as incorporator of a corporation under the Washington Nonprofit Corporation Act (Ch. 24.03A RCW), adopts the following Articles of Incorporation for the corporation.

**ARTICLE I
NAME**

The name of this corporation is Island Private Meadows Owners Association (“*Association*”).

**ARTICLE II
DURATION**

The duration of this Association is perpetual.

**ARTICLE III
PURPOSE AND POWERS**

The Association is a non-charitable nonprofit and does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The gross revenue of the Association was less than \$500,000 in the most recent fiscal year, and shall remain less than that amount in perpetuity.

(a) In way of explanation and not of limitation, the purposes for which the Association is formed are: (i) to be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions and Restrictions for this development (hereinafter, the “*Declaration*”), recorded or to be recorded in the records of King County, Washington, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the Bylaws of the Association (“*Bylaws*”) and as provided by law; and (ii) to provide an entity for the furtherance of the interests of the Owners in this development.

(b) In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Declaration or Bylaws, may be exercised by the Board: (i) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Washington in effect from time to time; and (ii) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, or the Declaration.

**ARTICLE IV
MEMBERS**

The Association shall have one class of members, which shall consist of the owners of the Units subject to the Declaration. The rights, privileges, and obligations of the members are set forth in the Declaration and the Bylaws of the Association.

**ARTICLE V
REGISTERED OFFICE AND AGENT**

The principal office street address and principal office mailing address for the Association is 4332 Island Crest Way, Mercer Island, WA 98040.

The name of the initial registered agent of the Association is Charger Real Estate and Development Inc. The address of the initial registered office of the Association is 16410 84th St NE, Lake Stevens, WA 98258.

**ARTICLE VI
DIRECTORS**

The business and affairs of the Association shall be conducted, managed, and controlled by a Board of Directors. The initial Board shall consist of one (1) director. The name and address of the initial director is as follows:

Japneet Khaira
16410 84th St NE,
Lake Stevens, WA 98258

The number of directors, method of election, term of office, removal of directors, and filling of vacancies on the Board shall be as set forth in the Bylaws. The Board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

**ARTICLE VII
INCORPORATOR**

The name of the incorporator is Charger Real Estate and Development Inc, a Washington limited liability company. Its address is 16410 84th St NE, Lake Stevens, WA 98258.

**ARTICLE VIII
DISSOLUTION**

The Association may be dissolved only upon a resolution duly adopted by the Board and the affirmative vote of Members representing not less than 75% of the votes of the Association and the consent of Declarant so long as Declarant owns any property subject to the Declaration; provided, as a condition to the dissolution of the Association, the Association's obligations with respect to the operation and maintenance of the

Common Elements shall be assigned to and assumed by a non-profit corporation, association, trust, or other organization devoted to purposes consistent with such maintenance and operation.

In the event of dissolution, liquidation, or winding up of the Association, subject to the Declaration, the Association's assets remaining after payment, or provisions of payment, of all known debts and liabilities of the Association shall be divided among and distributed to the Members thereof in accordance with their respective rights therein.

ARTICLE IX LIMITATION OF LIABILITY

To the fullest extent that the Washington Nonprofit Corporation Act, as it exists on this date or as it may be amended, permits the limitation or elimination of the liability of directors, no director of the Association shall be personally liable to the Association or its Members for monetary damages for breach of duty of care or other duty as a director. No amendment to or repeal of this shall apply to or have any effect on the liability or alleged liability of any director of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE X INDEMNIFICATION

To the fullest extent permitted by Washington law as now or hereafter in effect, the Association is authorized to indemnify any director of this Association. The Board of Directors shall be entitled to determine the terms of such indemnification, including advance of expenses, and to give effect thereto through the adoption of the Bylaws, approval of agreements, or by any other manner approved by the Board of Directors. Any amendment to or repeal of this shall not adversely affect any right of a director of this Association with respect to any right to indemnification that arises prior to such amendment or repeal.

ARTICLE XI AMENDMENT

Any amendment to these Articles of Incorporation shall require the approval of not less than sixty-seven percent (67%) of the votes of the members of the Association and such other approvals as may be required in the Declaration.

ARTICLE XII DEFINITIONS

Unless otherwise defined herein, the words used in these Articles shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

EXECUTED as of _____, 2023.

Charger Real Estate and Development Inc,
a Washington limited liability company

Name: Japneet Khaira
Its: President

**CONSENT TO APPOINTMENT AS REGISTERED AGENT
OF
Island Private Meadows Owners Association**

Charger Real Estate and Development Inc hereby consents to serve as Registered Agent in the State of Washington for Island Private Meadows Owners Association. Charger Real Estate and Development Inc understands that, as agent for the Association, it will be its 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 Charger Real Estate and Development Inc's resignation, or of any changes in the registered office address of the Association for which it is agent.

DATED as of _____, 2023.

Charger Real Estate and Development Inc,
a Washington limited liability company

Name: Japneet Khaira
Its: President

Address of Registered Agent: 16410 84th St NE,
Lake Stevens, WA 98258