

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF INCORPORATION

to

BIG TROUT CONDOMINIUM ASSOCIATION

a/an WA Non-Profit Corporation. Charter documents are effective on the date indicated below.

Date: 5/4/2007

UBI Number: 602-723-295

APPID: 847464



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

Sam Reed

Sam Reed, Secretary of State

State of Washington

602 723 295

Secretary of State

CORPORATIONS DIVISION
James M. Dolliver Building
801 Capitol Way South
PO Box 40234
Olympia WA 98504-0234
360.753.7115



Application for NonProfit Corporation

Office Information

Application ID 847464
Tracking ID 1293299
Validation ID 1055188-001
Date Submitted for Filing: 5/4/2007

Contact Information

Contact Name Dennette Hammons
Contact Address 717 W. Sprague Ave.
Suite 1600
Spokane
WA
99201

Contact Email dhammons@lukins.com
Contact Phone 509-363-2364

Articles of Incorporation

Preferred Name BIG TROUT CONDOMINIUM ASSOCIATION
Purpose SEE ATTACHED ARTICLES
Duration Perpetual
Incorporation Date Effective Upon Filing by the Secretary of State
Expiration Date 5/31/2008
Distribution of Assets Per attached Articles of Incorporation
Separate Articles of Incorporation Uploaded ARTICLES_OF_INCORP.pdf

Registered Agent Information

Agent is Individual
Agent Name James M. Frank

Agent Street Address

1421 N. Meadowwood Lane
Suite 200
Liberty Lake
WA
99019

Agent Mailing Address Same as Street Address

Agent Email Address

Submitter/Agent Relationship Submitter has signed consent of specified agent

Initial Directors Information

Director #1

Director Name Jason S Wheaton
Title Director
Director Address 1421 N. Meadowwood Lane
Suite 200
Liberty Lake
WA
99019

Director #2

Director Name James M. Frank
Title Director
Director Address 1421 N. Meadowwood Lane
Suite 200
Liberty Lake
WA
99019

Director #3

Director Name Jennifer Frank
Title Director
Director Address 1421 N. Meadowwood Lane
Suite 200
Liberty Lake
WA
99019

Director #4

Director Name Joc Frank
Title Director

Director Address

1421 N. Meadowwood Lane
Suite 200
Liberty Lake
WA
99019

Director #5

Director Name Bob Frank
Title Director
Director Address 1421 N. Meadowwood Lane
Suite 200
Liberty Lake
WA
99019

Incorporators Information

Incorporator #1

Incorporator Name James M. Frank
Incorporator Address 1421 N. Meadowwood Lane
Suite 200
Liberty Lake
WA
99019

Signature Information

Signed By Dennette Hammons

ARTICLES OF INCORPORATION
OF
BIG TROUT CONDOMINIUM ASSOCIATION

The undersigned, for the purposes of forming a corporation under the provisions of the Washington Nonprofit Corporation Act, R.C.W. Chapter 24.03, hereby adopts the following Articles of Incorporation (“Articles”):

ARTICLE I

NAME

The name of the Corporation (hereinafter called the “Association”) is BIG TROUT CONDOMINIUM ASSOCIATION, and it is a nonprofit corporation.

ARTICLE II

DURATION

The Association will exist perpetually.

ARTICLE III

PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate the distribution of gains, profits, or dividends to its Members (as that term is defined in the Washington Nonprofit Corporation Act). The specific primary purposes for which it is formed are to provide for the acquisition, construction, management, operation, administration, maintenance, repair, improvement, preservation, insurance, and architectural control of Association property within that certain residential condominium project located in Spokane County, Washington, commonly known as the “Big Trout Condominiums” and to promote the health, safety and welfare of all owners and tenants using the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for such purpose, all according to that certain Declaration of Covenants, Conditions and Restrictions (the “Declaration”) recorded or to be recorded with respect to said property in the Office of the Auditor of Spokane County.

In furtherance of said purposes, and subject to the approval of Members as required by the Declaration and the remaining Project Documents, this Association shall have power to:

- (a) Adopt and amend Bylaws, rules, and regulations;

(b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses and/or special charges for maintenance work on Limited Common Elements from Owners;

(c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;

(d) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Condominium;

(e) Make contracts and incur liabilities;

(f) Regulate the use, maintenance, repair, replacement, and modification of Common Elements;

(g) Cause additional improvements to be made as a part of the Common Elements;

(h) Acquire, hold, encumber, convey in its own name, any right, title, or interest to personal property;

(i) Grant easements, leases, licenses, and concessions through or over the Common Elements and petition for or consent to the vacation of streets and alleys;

(j) Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements described in Section 3.5, and for services provided to Unit Owners;

(k) Impose and collect charges for late payment of assessments pursuant to RCW 64.34.364 (13) and, after notice and an opportunity to be heard by the Board or by such representative designated by the Board and in accordance with such procedures as provided in the Declaration or Bylaws or rules and regulations adopted by the Board, 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, and rules and regulations of the Association;

(l) Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by RCW 34.34.425 and statements of unpaid Assessments;

(m) Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;

(n) Exercise any other powers conferred by the Declaration or Bylaws;

(o) Exercise any other powers necessary and proper for the governance and operation of the Association;

(p) Maintain and repair any Unit, its appurtenances and appliances, and any Limited Common Element not included in maintenance work, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Condominium, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to Owner; provided that the Board shall levy a special charge against the Unit of such Owner for the cost of such maintenance or repair; and

(q) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by reason of such lien or liens shall be specially charged against the Owners and the Units responsible to the extent of their responsibility.

ARTICLE IV

MEMBERS AND MEMBERSHIP

Section 1. Non-stock Corporation. Participation in management and ownership of the Association is by membership only. The Association shall issue no stock and will have no shareholders.

Section 2. Membership. The Owner of a Unit will automatically, upon becoming an Owner, be a Member of the Association, and will remain a Member thereof until such time as its ownership ceases for any reason, at which time its membership in the Association will automatically cease. Membership will be in accordance with these Articles and the Bylaws.

Section 3. Transferred Membership. Membership in the Association may not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event an Owner fails or refuses to transfer the membership registered in its name to the purchaser of its Unit, the Association will have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller will be null and void.

Section 4. Classes of Membership. The Association will have one class of voting membership which shall be Owners of Units, including the Declarant. Each Owner shall be entitled to vote the Allocated Interest set forth in Exhibit "A" of the Declaration.

Section 5. Voting Requirements. Except where otherwise expressly provided in the Declaration, these Articles, or the Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken, requires the vote or written assent of the prescribed percentage of a quorum of the total voting power of the Association. Voting will be non-cumulative.

Section 6. Limitation of Payment to Dissenting Member. Membership in the Association is appurtenant to and cannot be segregated from ownership of a Unit. Except upon dissolution of the Association, a dissenting Member shall not be entitled to any return of any contribution or other interest in the Association.

ARTICLE V

INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be at the offices of c/o Greenstone Corporation, 1421 North Meadowood Lane, Suite 200, Liberty Lake, Washington 99019, and the registered agent at such address shall be James M. Frank.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of this Association shall initially be managed by a Board of five (5) Directors, who shall be Members of the Association, or agents of a corporate Member. The number of Directors may be changed by the amendment of the Bylaws of the Association. The names and addresses of the initial five (5) Directors of the Association until the selection of their successors, are:

<u>Name</u>	<u>Address</u>
Jason S. Wheaton	c/o Greenstone Corporation 1421 N. Meadowood Lane, Suite 200 Liberty Lake, Washington 99019
James M. Frank	c/o Greenstone Corporation 1421 N. Meadowood Lane, Suite 200 Liberty Lake, Washington 99019
Jennifer Frank	c/o Greenstone Corporation 1421 N. Meadowood Lane, Suite 200 Liberty Lake, Washington 99019
Joe Frank	c/o Greenstone Corporation 1421 N. Meadowood Lane, Suite 200 Liberty Lake, Washington 99019
Bob Frank	c/o Greenstone Corporation 1421 N. Meadowood Lane, Suite 200 Liberty Lake, Washington 99019

A Director of the Association shall not be personally liable to the Association or its members for monetary damages arising from any conduct as a Director, except this limitation on liability shall

not apply to (i) acts or omissions involving intentional misconduct by the Director or a knowing violation of law by the director, (ii) 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 limitation shall not apply to any act or omission occurring before the effective date of this paragraph. If the Washington Nonprofit Corporation Act and/or the Washington Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Director of the Association shall be eliminated or limited to the fullest extent permitted by the Washington Nonprofit Corporation Act and/or the Washington Business Corporation Act, as so amended. Any repeal or modification of the foregoing paragraph by the members of the Association shall not adversely affect any right or protection of a Director of the Association existing at the time of such repeal or modification.

ARTICLE VII

INDEMNIFICATION

The Association shall provide any indemnification required by the Washington Nonprofit Corporation Act and/or the Washington Business Corporation Act and shall indemnify Directors, officers, agents, and employees as follows:

a. The Association shall indemnify its officers and Directors and advance or reimburse expenses to the full extent required or permitted by the Washington Nonprofit Corporation Act and/or the Washington Business Corporation Act now or hereafter in force, whether they are serving the Association or, at its request, any other entity, as an officer, director, or in any other capacity; provided no such indemnity shall indemnify any Director from or on account of any (i) acts or omissions of the Director finally adjudged to be intentional misconduct or a knowing violation of law; (ii) any transaction with respect to which it was finally adjudged that such Director personally received a benefit in money, property, or services to which the Director was not legally entitled.

b. The Board of Directors may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve, and amend from time to time such Bylaws, resolutions, or contracts implementing such provisions, including but not limited to implementing the manner in which determinations as to any indemnity or advancement of expenses shall be made, or such further indemnification agreements as may be permitted by law.

c. The Association shall indemnify other employees and agents to the extent as may be authorized by the Board of Directors or the Bylaws and be permitted by law, whether the employees and agents are serving the Association or, at its request, any other entity.

d. The foregoing rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled under any statute, provision of the Articles, Bylaws, or other agreements.

e. No amendment or repeal of this Article shall apply to or have any effect

on any right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

ARTICLE VIII

DISSOLUTION

In the event of the dissolution, liquidation, or winding up of the Association, after paying or adequately providing for the debts and obligations of the Association, the Directors or person in charge of the liquidation shall divide the remaining assets among the Members in accordance with their respective rights thereto as established in the Declaration.

ARTICLE IX

AMENDMENT OF ARTICLES

These Articles may be amended at any time and in any manner by the vote of sixty-seven percent (67%) of the total voting power of the Association, or by the unanimous consent of the Members; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision herein shall not be less than the percentage of affirmative votes prescribed for action to be taken under said clause or provision; and provided further, that any such amendment shall not be inconsistent with the law.

ARTICLE X

INCORPORATOR

The name and address of the incorporator of this Association is as follows:

<u>Name</u>	<u>Address</u>
James M. Frank	c/o Greenstone Corporation 1421 N. Meadowood Lane, Suite 200 Liberty Lake, Washington 99019

For the purpose of forming this Association under the laws of the State of Washington, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation on March 16th, 2007.



JAMES M. FRANK

CONSENT TO SERVE AS REGISTERED AGENT

I, **JAMES M. FRANK**, hereby consent to serve as registered agent in the State of Washington, for the corporation known as **BIG TROUT CONDOMINIUM 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.

DATED: March 16, 2007.



JAMES M. FRANK

BYLAWS
OF
BIG TROUT CONDOMINIUM ASSOCIATION

ARTICLE I

PLAN OF OWNERSHIP

Section 1. Name and Location. The name of this association (“Association”) is Big Trout Condominium Association. The principal office of the Association is in Spokane County, Washington.

Section 2. Application to Project. The provisions of these Bylaws are applicable to that residential condominium project known as the Big Trout Condominiums located in Spokane County, Washington. All present and future Owners, and their tenants, guests, and invitees, and any other person who might use the facilities of the Property in any manner, are subject to the regulations set forth in the Declaration of Covenants, Conditions and Restrictions for the Property to be recorded in the office of the Spokane County Recorder (the “Declaration”), in these Bylaws, and in the remaining Project Documents. Unless otherwise defined in these Bylaws, capitalized terms have the meanings set forth in the Declaration. The mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit will signify that these Bylaws and all Project Documents are accepted, ratified, and will be observed.

Section 3. Meaning of Terms. Unless otherwise specifically provided herein, the definitions contained in the Declaration are incorporated in these Bylaws by reference.

ARTICLE II

MEMBERSHIP; MEETINGS AND VOTING RIGHTS

Section 1. Classes of Members. The Association shall have one class of voting membership established according to the Articles of Incorporation (“Articles”). Voting power is as provided herein, in the Declaration, and in the Articles, and is non-cumulative.

Section 2. Voting Requirements. Except when otherwise expressly provided in the Declaration, the Articles or these Bylaws, any action by the Association which must have the approval of the Association membership before being undertaken requires the vote or written assent of the prescribed percentage of a quorum of the membership (both classes combined). Except on matters specifically provided for in the Declaration, the Articles, or these Bylaws, the vote of a majority of a quorum present at any meeting, in person or by proxy (both classes combined), constitutes the vote of the Members. Where there are multiple Owners of a single

