

AMENDED ARTICLES OF INCORPORATION
OF
MEADOW CREEK COMMUNITY ORGANIZATION

**These Amended Articles of Incorporation supercede and replace the Articles of
Incorporation executed on September 16, 2004.**

The undersigned incorporator of a corporation under the provisions of the Washington Non-Profit Corporation Act (Revised Code of Washington 24.03), adopts the following articles of incorporation:

Article I.

The name of the corporation shall be **The Meadow Creek** Community Organization.

Article II.

The period of duration of the corporation shall be perpetual.

Article III.

The purposes for which this corporation is organized are to provide for the maintenance and preservation of the common areas of the residential subdivision in the **City of Sammamish and County of King**, Washington, known as **Meadow Creek** and to promote the welfare and interests of the residents of **Meadow Creek** as defined by the Declaration Of Covenants, Conditions And Restrictions For **Meadow Creek** to be recorded in **King** County, Washington by administering and enforcing the protective covenants governing the use of the property in the development, approving plans for improvements of lots in the development in accordance with the protective covenants, engaging in civic improvements and development activities, acquiring, owning, improving, managing, repairing, maintaining and operating real and personal property for the benefit of its members, and to do such things as may be necessary and convenient to accomplish all such purposes.

Article IV.

Internal Regulations

Section 1. Lots. As used in these Articles, Lot or Lots shall refer to Lots which are described in the Declaration of Covenants, Conditions and Restrictions “(Declaration)” for – **Meadow Creek** to be recorded in **King** County.

Section 2. Memberships. Every person or entity who is an Owner of a Lot shall be a member of the Organization. There shall be one membership in this corporation for each Lot and no more memberships. Membership shall transfer and terminate with transfers and

termination of Lot ownership without further action on the part of this corporation or its members. Membership shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. Membership shall not be separated from ownership of the Lot to which it relates; provided, however, that any Owner may delegate his or her rights of membership in the Organization, other than the right to vote, and rights of enjoyment in the Common Areas to the members of his or her family occupying a Lot or to his or her tenants occupying a Lot. The terms "Owner" and "Member" are synonymous. The right to vote may be exercised only by the Owner.

Section 3. Assessments. Each Lot and its Owner(s) shall be subject to assessment in an amount determined by the directors for administrative costs of the corporation and for maintaining, repairing, improving, reconstructing, replacing, and regulating any property which the corporation may acquire. The assessments shall be equally applied against each Lot except as specifically provided in the Bylaws and/or Declaration. The members who jointly own a Lot shall be jointly and severally liable for assessments against the Lot.

Section 4. Voting. Each Owner shall be entitled to exercise one vote per Lot on each matter presented to the membership for consideration. There shall be no cumulative voting. A party, which owns more than one Lot, shall have one vote for each Lot it owns. Where two or more persons own a Lot jointly, they shall determine among themselves how to cast the vote of that membership. In the event of a disagreement between joint owners of a Lot on how to cast a vote, no vote shall be permitted for that Lot. The procedures for voting are set forth in the Bylaws.

Section 5. Term of Initial Board. The members of the initial Board of Directors shall serve for an initial term until ninety-five percent (95%) of the lots defined in Article IV have had single family residences constructed thereon and have been occupied as residences, or until December 31, of the fifth year after recording of the Declaration, whichever first occurs, provided the initial Board may, in its discretion, reduce the term of the initial Board members. Any vacancy occurring in the initial Board of Directors, regardless of the cause therefore, shall be filled by the action of the remaining Directors on the Board.

Section 6. Election of Directors. Upon the expiration of the initial term of the initial Board of Directors, three Directors shall be elected by the membership in accordance with the Bylaws.

Section 7. Qualifications of Directors. After the term of the initial Board of Directors ends, no person shall be qualified to be elected as Director of this corporation or to continue to hold office as Director of this corporation unless such person is a member of this corporation, except that the employee of a corporation which is a member or is a partner of a partnership which is a member and the employee of a partnership which is a member shall be qualified to serve as Director of this corporation.

Section 8. Reserves. As determined by its Directors from time to time, this corporation may establish and maintain reasonable reserves for maintenance and replacement of its property.

Section 9. Amendment. This Article IV shall not be amended without the unanimous consent of all memberships entitled to vote, except after the initial term of the initial Board of

Directors expires, the number of Directors and their terms of office may be amended by a majority vote of the membership.

Article V.

The address of the initial Registered Office of the corporation shall be 846-108th Ave. N. E., Bellevue, WA, 98004. The name of the initial registered agent of the corporation at such address shall be Robert D. Johns.

Article VI.

The names and addresses of the persons who are to serve as the initial directors of the corporation are as follows:

Robert P. Beeson	846-108 th Ave. N. E., Bellevue, WA, 98004
Brian E. Gibson	846-108 th Ave. N. E., Bellevue, WA, 98004
Robert J. Dwinell	846-108 th Ave. N. E., Bellevue, WA, 98004

Article VII.

1. Limitation of Liability of a Director. Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of these articles or may be amended from time to time), no present or future Director of the corporation shall be personally liable to the corporation or its members, if any, for monetary damages for any conduct as a Director occurring after the date of the adoption of these articles. No amendment to or repeal of this section shall adversely affect any right of protection of a Director of the corporation with respect to any acts or omissions of such Director occurring after the date of the adoption of these articles and prior to such amendment or repeal of this section. Provided, that this provision shall not eliminate or limit the liability of a Director for acts or omissions that involve intentional conduct by the 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.

2. Indemnification of Directors and Officers. The corporation shall indemnify any Director (as that term is defined in RCW 23B.08.500, as presently in effect and as hereafter amended) or officer of the corporation, who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the corporation, to the full extent allowed by applicable law, as presently in effect and as hereafter amended. However, this indemnification shall not apply to any action by or on behalf of the corporation against a Director in which action the Director has been adjudged guilty of any breach of duty toward the corporation. Provided, that the corporation shall only indemnify a Director or officer seeking indemnification in connection with a proceeding (or a part of a proceeding) initiated by such person if such proceeding or part of a proceeding was authorized by the Board of Directors or if such proceeding or part of a proceeding was brought by a Director or officer to enforce a claim for indemnification under this section and a court or an arbitrator determines that the Director or officer is entitled to all of the relief claimed.

3. Indemnification of Employees and Agents. By means of a resolution or of a contract specifically approved by the Board of Directors, the corporation may indemnify an employee or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the corporation.

4. Notice. Any indemnification of a director in accordance with this Article shall be reported to the Board of Directors (and to the members if any to the extent required by applicable law) in a written report describing the proceeding and the nature and extent of such indemnification.

5. Advances. Reasonable expenses incurred by a Director or officer, who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the corporation, shall be advanced by the corporation to the full extent allowed by applicable law, as presently in effect and as hereafter amended; provided that the Director or officer shall first promise in a writing delivered to the corporation to repay all amounts advanced by the corporation in the event that it is later determined that such Director or officer is not entitled to be so indemnified. Reasonable expenses incurred by an employee or agent who is involved in any capacity in a proceeding (as defined in RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the corporation may be, but is not required to be, advanced by the corporation prior to the final disposition of such proceeding to the full extent allowed by applicable law, as presently in effect and as hereafter amended; provided, however, that the corporation shall not advance any such funds unless the employee or agent promises in a writing delivered to the corporation to repay all amounts advanced by the corporation in the event that it is later determined that such employee or agent is not entitled to be so indemnified.

6. Insurance. The corporation may purchase and maintain insurance on behalf of any person who is a Director, officer, employee, or agent of the corporation or is serving at the request or consent of the corporation as an officer, employee, or agent of another corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability incurred by such person because of such person's status, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this article. In addition, the corporation may enter into contracts with any Director or officer of the corporation in furtherance of the provisions of this article and may create a trust fund, grant a security interest, or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary or desirable to effect the indemnification and advances contemplated in this article.

7. Designation of Counsel. The Board of Directors of the corporation shall have the right to designate the counsel who shall defend any person or entity that may be entitled to indemnification, to approve any settlement, and to approve in advance any expense.

8. Consistency with Applicable Law; Survival of Benefits. The right to indemnification and limitation of liability conferred by this Article shall be interpreted to conform with, and shall not create any right that is inconsistent with applicable law, as presently in effect and as hereafter amended. To the full extent allowed by applicable law (as presently in effect and as hereafter amended), the right to indemnification and limitation of liability conferred by this article shall continue as to a person who has ceased to be a Director and shall inure to the benefit of the heirs, executors, and administrators of such a person.

9. Nonexclusivity of Rights. The rights conferred in this article shall not be exclusive of any other rights which any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), the articles of incorporation, the bylaws of the corporation, a vote of the Board of Directors or the members of the corporation, or otherwise.

Article VIII.

The name and address of the incorporator of the corporation is as follows:

Conner Homes Company
846 - 108th Avenue NE
Bellevue, WA 98004

Article IX.

Upon the dissolution of the corporation, the net assets of the corporation shall be distributed among persons and parties holding its memberships in proportion to the number of votes held by the respective memberships.

IN WITNESS WHEREOF, the incorporator has hereunto set his hand and seal this _____ day of _____, 200__.

CONNER HOMES COMPANY

CHARLES F. CONNER, PRESIDENT

CONSENT TO APPOINTMENT AS REGISTERED AGENT:

I, Robert D. Johns, hereby consent to serve as Registered Agent in the State of Washington for the above-named corporation. I understand it will be my responsibility to accept Service of Process on behalf of the corporation; to forward mail to the corporation; and to immediately notify the Office of the Secretary of State if I resign or change Registered Office Address.

Signature

Date

Printed Name

Address of Registered Agent