

ARTICLES OF INCORPORATION
OF
NORTHPOINT AT MAPLE CENTRE
HOMEOWNERS ASSOCIATION

THE UNDERSIGNED, acting as the incorporator of the nonprofit corporation under the provisions of the Washington Nonprofit Corporation Act (Revised Code of Washington Section 24.03 et seq.) hereby adopts the following Articles of Incorporation.

ARTICLE I
NAME

The name of this nonprofit corporation is Northpoint at Maple Centre Homeowners Association (the "**Association**").

ARTICLE II
DURATION

The duration of the Association is perpetual.

ARTICLE III
PURPOSES

The Association is organized to be and constitute the Association to which reference is made in the Declarations of Covenants, Conditions, and Restrictions for Northpoint at Maple Centre (the "**Declaration**") recorded or to be recorded in the Records of King County, Washington, to perform all obligations and duties of the Association, to exercise all rights and powers of the Association, and to do such other things as may be necessary and convenient to accomplish the purposes of the Association, as specified in the Declaration, the Association's Bylaws, Governing Documents, and as provided by law.

ARTICLE IV
LIMITATIONS

No part of the net earnings of the Association shall inure in whole or in part to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles. The Association shall not engage in a regular business of the kind carried on for profit.

ARTICLE V
DIRECTORS

A Board of Directors (the "**Board**") shall administer the functions of this Association. The number of directors of the Association shall be fixed by the Bylaws. The qualifications,

terms of office and manner of selection of the directors, together with a time and place of their meeting, shall be prescribed by the Bylaws of the Association and the Declaration.

The names and addresses of the persons who shall serve as directors until the first annual meeting of the members after termination of the Development Period and until his/her successor is elected and qualified, unless he/she resigns or is removed, are:

Garrett Gibson
2107 S. Fruitland
Puyallup, WA 98371

Karen Hruza
2107 S. Fruitland
Puyallup, WA 98371

ARTICLE VI INDEMNIFICATION

The Association shall indemnify every officer and director authorized to act on behalf of the Association by the Board or by the Declaration against any and all expenses, including counsel fees, reasonably incurred by, or imposed upon, any officer and director in connection with any action, suit or proceeding if approved by the then Board to which he or she may be a party by reason of being or having been an officer and director. The officers and directors shall not be liable for any mistakes of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers and directors may also be Members of the Association), and the Association shall indemnify and forever hold each officer and director free and harmless against any and all liability to others on account of any such contract or commitment. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

ARTICLE VII DISSOLUTION

The Association may be dissolved in a manner not inconsistent with the Declaration or the Washington Nonprofit Corporation Act as they are now written or as they may hereafter be amended from time to time. Any such dissolution shall require the affirmative vote of not less than two-thirds (2/3) of the votes which members present or represented by proxy at a duly called meeting of the members are entitled to cast. Upon the dissolution of the Association, other than incident to a merger or consolidation, (i) all liabilities and obligations of the Association shall be paid, satisfied and discharged, or adequate provision shall be made therefore; (ii) the remaining net assets of the Association may be distributed to the members as provided by the Washington Nonprofit Corporation Act.

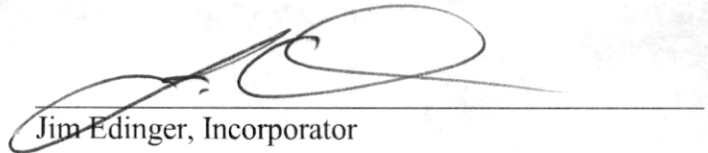
**ARTICLE VIII
REGISTERED AGENT**

The initial registered office of the Association is 2107 S Fruitland, Puyallup, Washington 98371 (physical address) and 17404 Meridian E., Suite F PMB 171, Puyallup, Washington 98375 (mailing address), and the initial registered agent at such address is J and M HOA and Property Management, LLC.

ARTICLE IX. NAME OF INCORPORATOR

The name of the incorporator is Jim Edinger. His address is 2107 S Fruitland, Puyallup, Washington 98371.

Executed on April 19, 2018.



Jim Edinger, Incorporator

CONSENT TO SERVE AS REGISTERED AGENT

J and M HOA and Property Management, LLC ("J&M"), hereby consents to serve as Registered Agent in the State of Washington for the Northpoint at Maple Centre Homeowners Association. J&M understands that as agent for the corporation, it will be its 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 its resignation, or of any changes in the registered office address of the corporation for which it is agent.

J and M HOA and Property Management, LLC

April 19 2018

(date)

By 

Jim Edinger

NAME OF REGISTERED AGENT:

J and M HOA and Property Management, LLC

ADDRESS OF REGISTERED AGENT:

2107 S Fruitland
Puyallup, Washington 98371
(Physical address)

17404 Meridian E
Suite F PMB 171
Puyallup, Washington 98375
(Mailing address)