
ARTICLES OF INCORPORATION

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OF

ENATAI NEIGHBORHOOD ASSOCIATION

A WASHINGTON NONPROFIT CORPORATION

EFFECTIVE DATE: APRIL 24, 2006

ARTICLES OF INCORPORATION ENATAI NEIGHBORHOOD ASSOCIATION

The undersigned, acting as an incorporator under the Washington Nonprofit Corporation Act (Revised Code of Washington Section 24.03) hereby adopts and executes the following Articles of Incorporation.

ARTICLE I. NAME

The name of this corporation is **Enatai Neighborhood Association** (the “*Association*”).

ARTICLE II. DURATION

The Association shall have perpetual existence, unless and until earlier dissolved by a vote of the members in accordance with the Bylaws.

ARTICLE III. PURPOSES

The purpose for which this Association is formed is to provide the Enatai community with an all-volunteer membership organization that will:

1. Promote the interests of its membership in preserving the unique residential and arboreal character and aesthetics of the Enatai community;
2. Establish and maintain an open line of communication and liaison between the Enatai neighborhoods, government agencies and other neighborhoods;
3. Represent the interests of its membership in meetings with government representatives, committees, agencies, and boards, regarding matters that concern the members or that may affect the Enatai community;
4. Provide an organized means by which the members may disseminate information, solicit member opinions and concerns with respect to matters that affect the Enatai community, and take such action as the members deem appropriate with regard to such issues; and
5. Engage in any other lawful activity which may hereafter be authorized from time to time by the Board of Directors; provided, however, that
 - (i) The Association shall not, in the nature of a planned community organization, create covenants, conditions and restrictions on the use of property held by its membership or common interest areas such as roadways, sidewalks, parks and trails;
 - (ii) The Association shall not purport to bind its membership to any other rules, regulations, policies or procedures adopted by the Association and involving members’ use and enjoyment of private property or such common interest areas, or involving members’ activities on their property, or the common interest areas;

- (iii) The Association shall not require mandatory or automatic membership in the Association; and
- (iv) The Association shall not have authority to make assessments against members, charge fees, sanction or otherwise penalize its membership.

ARTICLE IV. POWERS

This Association shall have the power to do all lawful acts or things necessary, appropriate, or desirable to carry out and in furtherance of its purposes described in Article III, which are consistent with the Washington Nonprofit Corporation Act.

ARTICLE V. REGISTERED OFFICE

The address of the initial registered office of this Association is 10616 Woodhaven Lane, Bellevue, Washington, 98004, and the name of its initial registered agent at such address is Christopher Evans. The written consent of such person to serve as registered agent is attached hereto.

ARTICLE VI. BOARD OF DIRECTORS

Section 1. Management of the Association. The management of this Association shall be vested in a Board of Directors. The number of directors, and the method of selecting directors, shall be fixed by the Bylaws of this Association; provided, that the initial directors shall be nine (9) in number and their names and addresses are:

NAME	ADDRESS
1. Aarts, Don	10608 SE 25 th Street, Bellevue, WA 98004
2. Barton, Sabrina	10647 Woodhaven Lane, Bellevue, WA 98004
3. Benko, Lisa	2315 104 th Avenue SE, Bellevue, WA 98004
4. Castro, Jack	10604 SE 25 th Street, Bellevue, WA 98004
5. Evans, Christopher	10616 Woodhaven Lane, Bellevue, WA 98004
6. Ferguson, Stephanie	10446 SE 25 th Street, Bellevue, WA 98004
7. Karle, David	10602 SE 23rd Street, Bellevue, WA 98004
8. Hoople, Doug	18637 SE 22nd Street, Bellevue, WA 98004
9. Marshall, Johnson	SE 25 th Street, Bellevue, WA 98004

The initial directors shall serve until the first organizational meeting of the Board of Directors and until their successors are appointed and qualified.

Section 2. Director Liability Limitations. A director shall have no liability to the Association for monetary damages for conduct as a director, except for acts or

omissions that involve intentional misconduct by the director, or a knowing violation of law by a director, where the director votes or assents to a distribution which is unlawful or violates the requirements of these articles of incorporation, 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. If the Washington Nonprofit Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by the Washington Nonprofit Corporation Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

ARTICLE VII. INDEMNIFICATION

Section 1. Right to Indemnification. Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Association or, while a director or officer, he or she is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee or agent or in any other capacity while serving as a director, trustee, officer, employee or agent, shall be indemnified and held harmless by the Association, to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 2 of this Article with respect to proceedings seeking solely to enforce rights to indemnification, the Association shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors of the Association. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by the Association the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Association of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section 1 or otherwise.

Section 2. Right of Claimant to Bring Suit. If a claim for which indemnification is required under Section 1 of this Article is not paid in full by the Association within sixty (60) days after a written claim has been received by the Association, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Association), and thereafter the Association shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Association (including its board of directors, independent legal counsel or its members, if any) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses of the claimant is proper in the circumstances nor an actual determination by the Association (including its board of directors, independent legal counsel or its members, if any) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 3. Nonexclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of members, if any, or disinterested directors or otherwise.

Section 4. Insurance, Contracts and Funding. The Association may maintain insurance at its expense to protect itself and any director, trustee, officer, employee or agent of the Association or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Association would have the power to indemnify such persons against such expense, liability or loss under the Washington Business Corporation Act, as applied to nonprofit corporations. The Association may, without further membership action, enter into contracts with any director or officer of the Association 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 to effect indemnification as provided in this Article.

Section 5. Indemnification of Employees and Agents of the Association. The Association may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the Association with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Association or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act, as applied to nonprofit corporations, or otherwise.

ARTICLE VIII. BYLAWS

The Board of Directors is authorized to make, alter, amend or repeal the Bylaws of this Association at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles. Members shall have the power to alter, amend or repeat such Bylaws only as provided therein.

ARTICLE IX. LIMITATIONS

This Association shall have no capital stock and no part of the net earnings of this Association shall inure in whole or in part to the benefit of, or be distributable to, any officer, director or other individual having a personal or private interest in the activities of the Association, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered, to make reimbursement for reasonable expenses incurred in its behalf, and to make payments and distributions in furtherance of the purposes stated in Article III.

ARTICLE X. TRANSACTIONS INVOLVING DIRECTORS

No contracts or other transactions between this Association and any other corporation, and no act of this Association shall in any way be affected or invalidated by the fact that any director of this Association has a pecuniary or other interest in, or is a trustee, director, or officer of, such other corporation. Any director, individually, or any firm of which any trustee may be a member, may be a party to, or may have a pecuniary or other interest in, any contracts or transactions of the corporation; provided, that the fact that such director or such firm is so interested shall be disclosed to or shall have been known by the Board of Directors or a majority thereof.

ARTICLE XI. DISTRIBUTIONS UPON DISSOLUTION

Upon any dissolution of this Association under provisions of the laws of the State of Washington for nonprofit corporations, all of its assets remaining after payment of creditors shall be distributed to one or more charitable organizations selected by the Board of Directors. In no event shall any of the Association's assets be distributed to the officers, directors, or members of the Association.

ARTICLE XII AMENDMENTS

To amend, alter, change or repeal any provision contained in these Articles of Incorporation, the board of directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of members having voting rights, which may be either an annual or a special meeting. Notice in the form of a record setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote at such meeting within the time

and in the manner provided by law. The proposed amendment shall be adopted upon receiving at least two-thirds of the votes which members present at such meeting or represented by proxy are entitled to cast.

ARTICLE XV. MEMBERS

The qualifications of members, if any, voting and rights and privileges of members, shall be set forth in the Bylaws.

ARTICLE XVI. INCORPORATOR

The name and address of the incorporator are:

Christopher A. Evans
10616 Woodhaven Lane
Bellevue, WA

DATED: April 24, 2006

A handwritten signature in cursive script, appearing to read "Chris Evans", written over a horizontal line.

Incorporator

CONSENT TO APPOINTMENT OF REGISTERED AGENT

I, CHRISTOPHER A. EVANS, hereby consent to serve as registered agent, in the State of Washington, for *Enatai Neighborhood Association*. I understand that as agent for the corporation, it will be my responsibility to accept service of process in the name of the corporation; to forward all mail and license renewals to the appropriate officer of the corporation; and to immediately notify of the Office of the Secretary of State of my resignation or of any changes in the address of the registered office of the corporation for which I am agent.

DATED: 4/24/2016

Chris Evans
Registered Agent