

ARTICLES OF INCORPORATION

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

RIDGESTONE HOMEOWNERS ASSOCIATION

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

Date: 2/12/2007

UBI Number: 602-695-047

APPID: 777548



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

Sam Reed, Secretary of State

FEB 12 2007

STATE OF WASHINGTON

602695047
ARTICLES OF INCORPORATION
OF
RIDGESTONE HOMEOWNERS ASSOCIATION

The undersigned, acting as incorporator of a corporation under the Washington Non-Profit Miscellaneous and Mutual Corporations Act (the "Act"), adopts the following Articles of Incorporation for the Ridgestone Homeowners Association.

ARTICLE 1. NAME

The name of this corporation shall be RIDGESTONE HOMEOWNERS ASSOCIATION (the "Association").

ARTICLE 2. DURATION

The duration of this Association shall be perpetual.

ARTICLE 3. PURPOSES AND POWERS

3.1 Purposes. The purpose for which the Association is organized is to provide an entity for the operation of a residential development known as the Ridgestone Neighborhood in the Master Plan Community of Snoqualmie Ridge located in King County, Washington and described on Exhibit A hereto (the "Property"). The Association shall engage in all such activities as are incidental or conducive to the attainment of the objectives of the Association and all activities which are permitted to be done by a nonprofit corporation under any laws that may now or hereafter be applicable or available to this Association.

3.2 Powers. The powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Supplemental Declaration of Covenants, Conditions and Restrictions of the Ridgestone Neighborhood, recorded with the King County Recording Office, as it may from time to time be amended (the "Declaration"). The powers of this Association shall include, without limitation, the following:

3.2.1 The power to perform all duties and obligations of the Association as set forth in the Declaration;

3.2.2 The power to fix, levy, collect and enforce payment by any lawful means of all charges or assessments made pursuant to the Declaration and to pay all expenses in connection therewith and all office or other expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the property of the Association;

3.2.3 The power to acquire by gift pledge or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; and

3.2.4 The power to enter into management contracts as specified in the Declaration.

In the event of any conflict between the Declaration and these Articles, the Declaration shall govern.

ARTICLE 4. MEMBERS

The Association shall have two classes of members, which shall consist of the Persons owning a fee interest in any of the Lots in the Property. Class A members shall be all Owners except Declarant. The Class B member shall be the Declarant. The Persons constituting the Owners of a Lot shall become members of the Association automatically upon taking title to a Lot, and cease to be members of the Association upon conveying their interest in the Lot (including by real estate contract) to another. The rights and responsibility of members of the Association are set forth in detail in the Declaration. Ownership of a fee interest in a Lot shall be the sole qualification for membership in the Association.

ARTICLE 5. DISTRIBUTION OF ASSETS UPON DISSOLUTION OR LIQUIDATION

5.1 Consent Required for Dissolution. The Association may be dissolved as provided in the Declaration.

5.2 Distribution. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE 6. DEVELOPER'S RIGHTS

All the rights, powers and functions of the Association, or the Board of Directors, including the right to do any actions which require the approval of a majority or supermajority of the voting power of the Association, may at the option of Declarant be exercised and or performed by Declarant until the Declarant relinquishes control of the Association, as provided in the Declaration.

ARTICLE 7. REGISTERED OFFICE AND AGENT

The address of the initial registered office of this Association is:

14410 Bel Red Road
Bellevue, WA 98007

The name of its initial registered agent at such address is Alison D. Birmingham.

ARTICLE 8. DIRECTORS

The number of Directors of this Association shall be fixed by the bylaws and may be increased or decreased from time to time in the manner specified therein. The initial board of directors is appointed by the Declarant. The names and address of the persons who shall serve as Directors until the first meeting of the member(s) and until their successors are appointed or elected unless they resign or are removed are:

George Reece
14410 Bel Red Road
Bellevue, WA 98007

Stephen Washburn
14410 Bel Red Road
Bellevue, WA 98007

ARTICLE 9. INDEMNIFICATION

Each Director, committee member, officer of the Association, Declarant and the Managing Agent (collectively and individually, "Indemnitee") shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed in connection with any proceeding, dispute, or settlement thereof to which Indemnitee may be a party, or in which Indemnitee may become involved, by reason of any individual Indemnitee's status as Association committee member, Association officer, Director or Managing Agent (whether or not the individual Indemnitee holds such position at the time such expenses or liabilities are incurred). The indemnification set forth in the preceding sentence shall not apply: (i) to the extent such expenses and liabilities are covered by insurance; (ii) with regard to acts or omissions that involve intentional misconduct by an Indemnitee, or a knowing violation of law by an Indemnitee; or (iii) with regard to any transaction from which an Indemnitee will personally receive a benefit in money, property, or services to which the Indemnitee is not legally entitled. If such liability and expense arise out of the concurrent negligence of Indemnitee and Association, this indemnity shall still apply, but if specifically required by statute, then this indemnification shall apply only to the extent Indemnitee's liability arises out of the negligence of Association, or out of negligence of a third party.

ARTICLE 10. LOANS TO DIRECTORS AND OFFICERS PROHIBITED

No loans shall be made by the Association to its Directors or officers. The Directors of the Association who vote for or assent to the making of a loan to a Director or an officer of the Association and any officer or officers participating in the making of such loan shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

ARTICLE 11. AMENDMENT OF ARTICLES

Declarant may amend these Articles as provided in the Declaration and Bylaws.

ARTICLE 12. DEFINITIONS AND INTERPRETATIONS

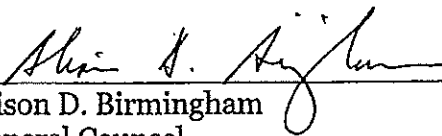
All terms used in these Articles shall have the same meaning as in the Declaration unless specifically indicated to the contrary. In the case of any conflict between any of these Articles and the By-Laws, these Articles shall control. In the case of any conflict between these Articles and the Declaration, the Declaration shall control.

ARTICLE 13. INCORPORATOR

The name and address of the incorporator is:

Alison D. Birmingham
General Counsel
The Murray Franklyn Family of Companies
14410 Bel Red Road
Bellevue, WA 98007

IN WITNESS WHEREOF, the incorporator has signed these articles in duplicate as of this 12th day of February, 2007.



Alison D. Birmingham
General Counsel

CONSENT TO APPOINTMENT AS REGISTERED AGENT

I, Alison D. Birmingham, hereby consent to serve as Registered Agent in the state of Washington for the corporation herein named. 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 to the corporation; and to immediately notify the Office of the Secretary of State in the event of my resignation or of any change in the Registered Office address of the corporation for which I am agent.

2/12/07
(Date)


*(Signature of agent designated in Article VII)
*Must be signed to meet filing requirements

EXHIBIT A

LEGAL DESCRIPTION OF RIDGESTONE NEIGHBORHOOD

LOT 1 OF "SNOQUALMIE RIDGE PLAT 21 - PARCELS S1, S1A AND S23",
ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 238 OF PLATS,
PAGES 90 THROUGH 93, IN KING COUNTY, WASHINGTON.