

**ARTICLES OF INCORPORATION
OF
POPLAR POINTE HOMEOWNERS ASSOCIATION**

The undersigned, acting as incorporator of a corporation under the Washington Non-Profit Corporations Act, (RCW 24.03) (the "Act"), adopts the following Articles of Incorporation for the POPLAR POINTE HOMEOWNERS ASSOCIATION.

ARTICLE 1. NAME

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

ARTICLE 2. DURATION

The duration of this Association shall be perpetual.

ARTICLE 3. PURPOSES AND POWERS

The purpose for which the Association is organized is to provide an entity for the operation of a residential development known as Poplar Pointe located in Snohomish County, Washington and described on Exhibit A hereto (the "Property"). The powers of this Association shall be as set forth in those certain Covenants, Conditions, and Restrictions for Poplar Pointe, recorded with Auditor's Office of Snohomish County, Washington, as they may from time to time be amended (the "Declaration"). Any capitalized term not defined herein shall have the meaning given in the Declaration.

ARTICLE 4. DISTRIBUTION OF ASSETS UPON DISSOLUTION OR LIQUIDATION

4.1 Consent Required for Dissolution. The Association may be dissolved upon the written approval of Persons holding 90% of the voting power of the Association.

4.2 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, or if no such entity exists, all property other than the real property shall be liquidated and divided equally among the Owners, and all an equal undivided tenancy in common interest in the Common Elements shall thereafter be transferred to each Owner and pass with ownership of the Lot.

ARTICLE 5. REGISTERED OFFICE AND AGENT

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

2440 West Commodore Way, Suite 200
Seattle, WA 98199

The name of its initial registered agent at such address is Lisa Hallmon.

ARTICLE 6. 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 shall consist of one Director appointed by Declarant. The names and address of the person who shall serve as Director until the first meeting of the member(s) and until their successors are appointed or elected unless they resign or are removed are:

Tage Nickerson
2440 West Commodore Way #200
Seattle, WA 98199

ARTICLE 7. INDEMNIFICATION

Each Director, committee member, officer of the Association, Declarant and any 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 8. AMENDMENT OF ARTICLES

Declarant may amend these Articles at any time before the date control of the Association passes to the Lot Owners. After the date such control passes, the power to adopt, amend or repeal the Articles of this Association shall be limited as provided in the Declaration.

ARTICLE 9. DEFINITIONS AND INTERPRETATIONS

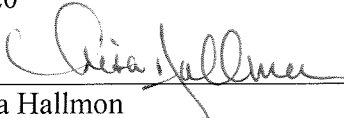
All terms used in these Articles shall have the same meaning as in the Declaration unless specifically indicated to the contrary. In the case of any conflict between any of these Articles and the bylaws, these Articles shall control. In the case of any conflict between these Articles and the Declaration,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

ARTICLE 10. INCORPORATOR

The name and address of the incorporator is:

Lisa Hallmon
2440 West Commodore Way, Suite 200
Seattle, W A 98199

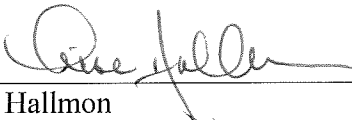
IN WITNESS WHEREOF, the incorporator has signed these articles in duplicate as of this
25 day of August, 2020



Lisa Hallmon

CONSENT TO APPOINTMENT AS REGISTERED AGENT

I, LISA HALLMON, 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.

8/25/2020 

(Date) Lisa Hallmon

Complete Legal Description
(Exhibit A)

EXHIBIT "A"

THAT PORTION OF LOT 4 IN BLOCK 10 OF ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY AUDITOR, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4;
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 4, 451.77 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 16°31'10" WEST 311.71 FEET;
THENCE ON AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30 FEET, A DISTANCE OF 65.93 FEET;
THENCE NORTH 37°33'10" WEST 262.53 FEET;
THENCE NORTH 52°26'50" EAST 300 FEET;
THENCE SOUTH 37°33'10" EAST 103.91 FEET TO THE TRUE POINT OF BEGINNING;**

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

**BEGINNING AT A POINT ON THE NORTHEASTERLY MARGIN OF BIRCH WAY SOUTH 37°33'10" EAST 279.6 FEET FROM THE MOST NORTHWESTERLY CORNER OF SAID LOT 4;
THENCE SOUTH 37°33'10" EAST 140.0 FEET;
THENCE NORTH 52°26'50" EAST 100 FEET;
THENCE NORTH 37°33'10" WEST 140 FEET;
THENCE SOUTH 52°26'50" WEST 100 FEET TO THE POINT OF BEGINNING;**

**ALSO EXCEPT BEGINNING AT A POINT THAT IS 711.11 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 4;
THENCE SOUTH 16°31'10" WEST 52.37 FEET;
THENCE ON AN ARC OF A CURVE WITH A RADIUS OF 30 FEET, A DISTANCE OF 65.93 FEET;
THENCE NORTH 37°33'10" WEST 122.53 FEET;
THENCE NORTH 52°26'50" EAST 90 FEET;
THENCE SOUTH 37°33'10" EAST 116.08 FEET TO THE POINT OF BEGINNING;**

AND ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF LYNNWOOD BY DEED RECORDED UNDER RECORDING NO. 9605130945;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

THE ADDRESS FOR THE EXHIBIT "A" ABOVE IS AS FOLLOWS:

19930 Poplar Way Lynnwood, WA 98036

TITLE COMPANIES INSURE PROPERTIES BASED ON THE LEGAL DESCRIPTION
(NOT THE PROPERTY ADDRESS),
AND THE PROPERTY ADDRESS IS NOT A PART OF THE LEGAL DESCRIPTION.
THE PROPERTY ADDRESS HAS BEEN ADDED TO THIS PAGE FOR REFERENCE ONLY.



WASHINGTON
Secretary of State

Corporations & Charities Division

Overnight address by commercial carrier: 801 Capitol Way S Olympia, WA 98501-1226

Mailing Address (ALL USPS): PO Box 40234 Olympia, WA 98504-0234

Tel: 360.725.0377 | Website: www.sos.wa.gov/corporations-charities

Filing Fee \$20

To Expedite Filing, Add \$100

FILED

Secretary of State

State of Washington

Date Filed: 06/04/2024

Effective Date: 06/04/2024

UBI No: 604 656 293

THIS BOX FOR OFFICE USE ONLY

ARTICLES OF AMENDMENT

Nonprofit Corporation

RCW 24.03A

All fields **REQUIRED** unless otherwise specified

(1) UBI No.: 604 656 293

(2) **NAME OF NONPROFIT CORPORATION:** (as currently recorded with the Office of the Secretary of State)
POPLAR POINTE HOMEOWNERS ASSOCIATION

(3) **BUSINESS TYPE:**

Are you changing your business type? (Check one) Yes No If Yes, select the change being made:

WA NONPROFIT PROFESSIONAL SERVICE CORPORATION

Additional requirements must be submitted if changing the business type, including a change to the name, see instructions for details.

(4) **BUSINESS NAME CHANGE:** Are you changing your business name? (Check one) Yes No

New Name: _____

May include "club", "league", "association", "services", "committee", "fund", "society", "foundation", "guild", "., a nonprofit corporation", "., a nonprofit mutual corporation" or any name of like import. **Must not include or end with** "Corporation", "Incorporated", "Company", "Limited", "Limited Partnership" or the abbreviation "Corp.", "Inc.", "Co." or "Ltd." or any abbreviation thereof. May only include the term "public benefit" or names of like import if the nonprofit corporation has been designated as a public benefit nonprofit corporation by the secretary of state in accordance with chapter 24.03A RCW. For name requirements review the following RCW(s): RCW 23.95.305

Does the business have a name reserved? (Check one) Yes No If Yes, provide the Name Reservation Number

Reservation Number: _____

(5) **CHARITABLE NONPROFIT CORPORATION:** If within section 7 or in the most recent recorded Nonprofit's Purpose, language indicating a "charitable purpose"; the Nonprofit is a Religious Corporation; or that the Nonprofit is eligible for tax-exempt status under section 501(C)(3) of the Internal Revenue Code, then Yes is required below,

Is the Nonprofit Corporation a Charitable Nonprofit as defined by RCW 24.03A.010(5)? (Check one) Yes No

(6) **MEMBERS:** RCW 24.03A.010(45)

Does the Nonprofit Corporation have members? (Check one) Yes No *providing names are optional*

Name: _____ Name: _____

(7) **PURPOSE OF NONPROFIT CORPORATION:** *Required only if changed* attach additional pages if necessary

(8) **Has your registered agent or their contact details changed?** (Check one) Yes No If Yes, complete page 2

(9) PUBLIC BENEFIT DESIGNATION: RCW 24.03A.245/250 *Required only if changed*

1. Is the Nonprofit Corporation currently designated as a Public Benefit Corporation with the Office of the Secretary of State? (Check one) Yes No

2. If "yes", does the Nonprofit Corporation still meet the requirements to maintain its Public Benefit designation? (Check one) Yes No *If "no" is selected the Nonprofit will not maintain the designation of a Public Benefit Corporation*

2a. If "yes", does the Nonprofit Corporation still elect to have the Public Benefit Designation? (Check one) Yes No

(10) HOST HOME REGISTRATION: RCW 74.15.315 *Required only if changed*

Is the Nonprofit Corporation currently registered as a Host Home with the Office of the Secretary of State?

(Check one) Yes No

If "yes", does the Nonprofit Corporation elect to maintain its Host Home registration per **RCW 74.15.020(2)(o)**?

(Check one) Yes No *If "no" is selected the Nonprofit will not maintain the designation of a Host Home*

(11) PERIOD OF DURATION: Required only if changed Check ONE of the following

This Company shall have a perpetual duration (default) This Company shall have a duration of _____ years.

This Company shall expire on _____

(12) ADOPTION OF ARTICLES OF AMENDMENT:

This Amendment was duly adopted by the following method (Check one)

The Articles of Amendment were duly adopted by the board of directors; member approval was not required.

The Articles of Amendment were duly adopted and approved by the members in the manner required by the Nonprofit Corporation's articles and bylaws, and by **RCW 24.03A.665**.

(13) DATE OF ADOPTION:

The date that the Articles of Amendment were adopted was: JUNE 3, 2024

(14) DISTRIBUTION OF ASSETS: Required only if changed

SEE ATTACHED AMENDED ARTICLES OF INCORPORATION SECTION 4.2 DISTRIBUTION.

(15) GOVERNOR(S): Required only if changed

List at least one. Attach additional pages if necessary. A business cannot serve as its own Governor.

Name: Lisa Hallmon Name: Baylee Tomak

Name: _____ Name: _____

Name: _____ Name: _____

(16) EFFECTIVE DATE OF THIS FILING: Check ONE of the following

Date of filing (default) this is the date that the submission is completed by our office

Specify a Date _____ (cannot be more than 90 days following received date)

(17) RETURN ADDRESS FOR THIS FILING: *(optional)*

If provided, the confirmation regarding this specific filing will be sent to the address below, in addition to the Registered Agent's address.

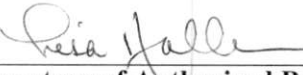
Attention to: LISA HALLMON **Email:** LISA@YARDARM.NET

Address: 2440 W COMMODORE WAY SUITE 200

City: SEATTLE **State:** WA **Zip:** 98199

(18) AUTHORIZED PERSON:

I hereby certify, under penalty of law, that the above information is accurate and complies with the filing requirements of state law.

 LISA HALLMON / DIRECTOR 6/3/2024
Signature of Authorized Person **Printed Name/Title** **Date**

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