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**ORIGINAL**

**BLUE LEAF AT WATERHOUSE HOMEOWNERS ASSOCIATION  
ARTICLES OF INCORPORATION**

**FILED  
FEB 16 2001  
OREGON  
SECRETARY OF STATE**

The undersigned corporation, acting as incorporator under the Oregon Nonprofit Corporation Law, adopts the following Articles of Incorporation:

**ARTICLE I - NAME**

The name of this corporation is Blue Leaf at Waterhouse Homeowners Association ("Association").

**ARTICLE II - PURPOSES**

The corporation is a mutual benefit corporation with members. The purposes for which the Association is organized are to provide for the management, maintenance, protection and preservation of property in Waterhouse South No. 6, a project in the City of Beaverton, Washington County, Oregon, and to promote the health, safety, welfare and other general benefit of its members, not for profit, but for the mutual advantages to be derived therefrom as contemplated in the Declaration of Covenants, Conditions and Restrictions for Waterhouse South No. 6. Such document is recorded or will be recorded in the Records of Washington County, Oregon, as the same may be subsequently amended or supplemented by instruments of record (hereinafter called the "Declaration"). Except as otherwise defined herein, the definitions contained in the Declaration are hereby adopted by reference.

**ARTICLE III - POWERS AND DUTIES**

The Association shall have, exercise, and perform all of the following powers, duties and obligation:

1. The duties and obligations granted to the Association by Declaration.
2. The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Oregon.
3. The powers, duties, and obligations of a homeowners association pursuant to the Oregon Planned Community Act, except as modified in the Declaration.
4. Any additional or different powers, duties and obligations necessary or desirable for the purpose of carrying out functions of the Association pursuant to the Declaration or otherwise promoting the general benefit of the Owners within the project.

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**ARTICLE IV - REGISTERED OFFICE AND AGENT**

A. The street address of the initial registered office of the Association is 12755 SW 69<sup>th</sup> Avenue, Suite 100, Portland, Oregon 97223, and the name of its initial registered agent for service of process at such address is David Oringdulph.

B. The principal office and mailing address to which the Office of the Secretary of State may mail notices as required by law is 12755 SW 69<sup>th</sup> Avenue, Suite 100, Portland, Oregon 97223.

**ARTICLE V - DIRECTORS**

The powers of the Association shall be exercised and its properties controlled and its affairs conducted by a Board of Directors elected or appointed as provided in the Declaration and Bylaws.

**ARTICLE VI - INCORPORATOR**

The name and address of the incorporator is:

Matrix Development Corporation  
12755 SW 69<sup>th</sup> Avenue, Suite 100  
Portland, Oregon 97223

**ARTICLE VII - DISSOLUTION**

In the event that the Association is at any time dissolved, whether inadvertently or deliberately, an unincorporated association of the same name shall automatically succeed it. In that event all of the property, powers and obligations of the incorporated association existing immediately prior to its dissolution thereupon shall automatically vest in the successor-unincorporated association. Such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, the Articles of Incorporation and Bylaws of the Association shall govern any successor-unincorporated association as if they had been made to constitute the governing documents of the unincorporated association.

**ARTICLE VIII - MEMBERSHIP AND VOTING RIGHTS**

A. Every Owner (as that term is defined in the Declaration) of one or more Lots in the project shall, during the entire period of such ownership, be a member of the Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination, and need not be confirmed or evidenced by any certificate or acceptance of membership.

B. As provided in Article 7 of the Declaration, the Association shall have two classes of voting membership:

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**Class A.** Class A members shall be all Owners with the exception of the Class B member and shall be entitled to one (1) vote for each Lot owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**Class B.** The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by the Class B member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) When 80% of the Lots have been sold and conveyed to Owners other than Declarant, or
- (2) At such earlier time as Declarant may elect in writing to terminate Class B membership.

**ARTICLE IX - LIABILITY AND INDEMNIFICATION**

A member of the Board of Directors or an officer of the Association shall not be liable to the Association or any member thereof for any damage, loss or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for acts of gross negligence or intentional acts. In the event any member of the Board of Directors or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

**ARTICLE X - AMENDMENT**

The provisions hereof may not be amended without the vote of members having not less than two-thirds of the voting rights of the Association. Notwithstanding such vote, the provisions hereof shall not be amended so as to be inconsistent with the Declaration; if inconsistent, the Declaration shall be amended as provided in Section 11.6 thereof.

DATED: DECEMBER 28, 2000.

**MATRIX DEVELOPMENT CORPORATION**

By:   
David Oringdulph, President