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EXPEDITE C # 3

ARTICLES OF INCORPORATION**OF**

SECRETARY OF STATE
STATE OF IDAHO

WHITE PINE LODGE CONDOMINIUM OWNERS' ASSOCIATION, INC.**An Idaho Nonprofit Corporation**

Suzanne M. Larsen, the undersigned natural person over the age of twenty-one years, acting as incorporator of a nonprofit corporation pursuant to the Idaho Nonprofit Corporation Act, hereby adopts the following Articles of Incorporation ("Articles") for such nonprofit corporation.

ARTICLE I**NAME**

The name of the nonprofit corporation is "White Pine Lodge Condominium Owners' Association, Inc.", hereinafter referred to as the "Association."

ARTICLE II**DEFINITIONS**

Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration of Condominium for White Pine Lodge, a Condominium Project, a document to be recorded in the official records of Bonner County, Idaho ("Declaration"), shall have such defined meanings when used in these Articles.

ARTICLE III**DURATION**

The Association shall exist perpetually or until dissolved pursuant to law.

ARTICLE IV**PURPOSES**

The Association is organized as a nonprofit corporation pursuant to the Idaho Nonprofit Corporation Act, Title 30 Chapter 3 of the Idaho Code (the "Act") and shall be operated exclusively for the purpose of maintaining, operating and governing the White Pine Lodge, a Condominium Project ("Project") which is located in unincorporated Bonner County, Idaho. The Association is organized and shall be operated to perform

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the functions and provide the services contemplated in the Declaration. No dividend shall be paid and no part of the net income of the Association, if any, shall be distributed to the members, directors or officers of the Association, except as otherwise provided herein, in the Declaration, or under Idaho law.

ARTICLE V

POWERS

Subject to the purposes declared in Article IV above and any limitations herein expressed, the Association shall have and may exercise each and all of the following powers and privileges:

(a) The power to do any and all things that the Association is authorized or required to do under the Declaration, as the same may from time to time be amended, including, without limiting the generality of the foregoing, the specific power to fix, levy and collect the charges and assessments provided for in the Declaration;

(b) The power to purchase, acquire, own, hold, lease, mortgage, sell and dispose of any and all kinds and character of real, personal and mixed property (the foregoing particular enumeration in no sense being used by way of exclusion or limitation) and, while owner of any of the foregoing, to exercise all rights, powers and privileges appertaining thereto; and

(c) The power to do any and all things that a nonprofit corporation formed under the Act may now or hereafter do under the laws of the State of Idaho.

ARTICLE VI

MEMBERSHIP

The members of the Association shall be all of the record owners of Condominiums in the Project, as such owners are shown in the official records of Bonner County, Idaho. The members of the Commercial Section of the Association shall be all of the record owners of the Commercial Condominiums in the Project, as such owners are shown in the official records of Bonner County, Idaho. The term "record owner" shall not include any mortgagee, trustee or beneficiary under any mortgage, trust deed, or deed of trust, by which a Condominium or any part thereof is encumbered (unless such mortgagee, trustee or beneficiary has acquired title for other than security purposes by means of judicial or nonjudicial action, including, without limitation, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure), but it shall include persons or entities as contract vendee purchasing a Condominium under a real estate contract. If record ownership of a Condominium in the Project is jointly held, the membership appertaining to such Condominium shall also be jointly held. Each membership in the Association and the Commercial Section, if

appropriate, shall be appurtenant to and shall not be separated from the Condominium to which it relates. No person or entity other than an Owner of a Condominium in the Project may be a member of the Association and no person or entity other than an Owner of a Commercial Condominium in the Project may be a member of the Commercial Section of the Association.

ARTICLE VII

MEMBERSHIP CERTIFICATES

The Association may issue certificates of membership, but such certificates shall not be necessary to evidence membership in the Association or the Commercial Section. Membership in the Association and in the Commercial Section, if appropriate, shall begin immediately and automatically upon becoming a record owner of the Condominium to which such membership appertains and shall cease immediately and automatically upon an Owner ceasing to be a record owner of such Condominium.

ARTICLE VIII

VOTING RIGHTS

All voting rights of the Association shall be exercised by the members, each membership being entitled to the number of votes relating to the Condominium appertaining to such membership, as set forth in the Declaration. All voting rights of the Commercial Section shall be exercised by the members of the Commercial Section, each Commercial Section membership being entitled to the same number of votes relating to the Condominium appertaining to such membership as set forth in the Declaration. If a membership is jointly held, any or all holders thereof may attend any meeting of the members. With respect to those Condominiums where membership is jointly held by two individuals or entities, such holders must act unanimously to cast the votes relating to their joint membership; where three or more individuals or entities jointly hold such membership, such holders shall cast the votes relating to such membership as the majority of said holders shall agree amongst themselves. Any designation of a proxy to act for joint holders of a membership must be signed by all such holders. With respect to matters to be voted upon by the members as provided in the Declaration, the voting requirements and proportions shall be as set forth in the Declaration. Cumulative voting is not permitted.

ARTICLE IX

ASSESSMENTS

Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration and shall be liable to the Association for payment of such assessments. Members shall not be individually or personally liable for the debts or obligations of the Association. However, the foregoing in no way relieves the members of their personal liability for the assessments

as such assessments are assessed from time to time against their individual Condominiums.

ARTICLE X

BYLAWS, RULES AND REGULATIONS

The Board of Directors may, in accordance with the Condominium Act and the Declaration, adopt, amend, repeal and enforce Bylaws and reasonable rules and regulations governing the operation of the Association and the operation and use of the Residential Units, the General Common Area, the Residential Common Area, and the Limited Residential Common Area, as those terms are defined in the Declaration, to the extent that the same are not inconsistent with these Articles or the Declaration. The Commercial Section may, in accordance with the Condominium Act and the Declaration, adopt, amend, repeal and enforce Bylaws and reasonable rules and regulations governing the operation of the Commercial Units, the Commercial Common Area, and the Limited Commercial Common Area, as those terms are defined in the Declaration, to the extent that the same are not inconsistent with these Articles or the Declaration. With respect to any inconsistency among the Declaration, Articles and Bylaws, the Declaration shall have priority over the Articles and Bylaws, and the Articles shall have priority over the Bylaws.

ARTICLE XI

DISTRIBUTION UPON DISSOLUTION

Upon dissolution of the Association, the assets of the Association shall be distributed in accordance with all applicable laws and the Declaration in a manner approved by the members.

ARTICLE XII

INITIAL DIRECTORS

The following individuals shall serve as the initial directors of the Association until their successors are duly elected and qualified:

Name	Address
Ronald W. Cook	500 Union Street, Ste. 200 Seattle, WA 98101
Jay R. Lukan	10,000 Schweitzer Mountain Road Sandpoint, ID 83864
Rodney R. Engel	10,000 Schweitzer Mountain Road Sandpoint, ID 83864

ARTICLE XIII

INITIAL REGISTERED AGENT AND ADDRESS

The street address of the Association's initial registered office and the name of its initial registered agent at that office are as follows:

Name	Street Address
Jay R. Lukan	10,000 Schweitzer Mountain Road Sandpoint, Idaho 83864

ARTICLE XIV

INCORPORATOR

The name and address of the incorporator of the Association are as follows:

Suzanne M. Larsen	1001 Fourth Avenue, Suite 4500 Seattle, Washington 98154-1065
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ARTICLE XV

AMENDMENTS

Except as otherwise provided by law or by the Declaration, these Articles may be amended by not less than sixty-seven percent (67%) of the Total Votes in the Association, which sixty-seven percent (67%) must include the affirmative vote of at least fifty-one percent (51%) of the Total Votes in the Commercial Section.

Dated this 25th day of July, 2001.

INCORPORATOR:

Suzanne M. Larsen

VERIFICATION

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On the 25th day of July, 2001, personally appeared before me Suzanne M. Larsen, who being by me duly sworn did say that he is the incorporator of White Pine Lodge Condominium Owners' Association, Inc., that she signed the foregoing Articles of Incorporation of White Pine Lodge Condominium Owners' Association, Inc. as incorporator of such nonprofit corporation and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of July, 2001.

(Notary Seal)



Eileen G. Miranda
NOTARY PUBLIC
Eileen G. Miranda
(Type/Print Name)
Notary Public in and for the State of
Washington
Residing at: Bothell, WA
My commission expires: 10-28-02