

AGREEMENT OF ASSOCIATION
OF
PINELOCH/SUN BEACH CLUB, INC.
A Non-Profit Corporation

By this Agreement of Association, the undersigned subscribers thereto, all of whom are of full age and residents of the State of Washington and citizens of the United States of America, do associate themselves with the intention of forming a corporation under and pursuant to R.C.W. Chapter 24.16.

ARTICLE I.

The name of this corporation is PINELOCH/SUN BEACH CLUB, INC.

ARTICLE II.

The purpose for which this corporation is founded is to operate and exist as a community and social club, exclusively for pleasure and recreation of its members and other nonprofitable purposes, and to accomplish such general purpose to

(a) To acquire as owner or lessee of, and hold title or leasehold to certain private roadways, pathways, and/or other common areas and/or community recreational and other facilities in a proposed subdivision or subdivisions of certain real property in Kittitas County, Washington to be platted as "Pineloch/Sun."

(b) To provide a medium by means of which owners or lessees of lots or tracts of land in said proposed subdivision or subdivisions can develop, maintain, operate and control the use of said roadways, pathways, common areas and facilities.

(c) To provide a medium by means of which owners or lessees of lots or tracts or land in said proposed subdivision or subdivisions can operate to control the use and improvement of land therein.

(d) To provide a medium by means of which such owners or lessees can cooperate in the organization of recreational and such other activities in their community.

(e) To exercise any or all of the powers permitted to non-profit corporations by the laws of the State of Washington organized under R.C.W. Chapter 24.16 as the same exist on the date hereof, all of which are claimed as fully as if set forth herein in full, and any subsequent amendments thereto.

(f) All the foregoing purposes and powers are to be exercised and carried into effect for the purpose of doing, serving and applying the things above set forth for the benefit of the following described real property.

Lot 1 (Govt. Lot1), the South Half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 2 of Township 20 North, Range 14 East, W. M., Kittitas County, Washington, EXCEPT the State Highway 2-E right-of-way.

That portion of the East Half of the Southeast Quarter of Section 12 of Township 20 North, Range 15 East, W. M., Kittitas County, Washington which lies south of the south right-of-way boundary of State Highway 2-E.

That portion of the NW 1/4 Section 2, Township 20 North, Range 14 East, W. M., Kittitas County, Washington bounded by a line described as follows: Beginning at the Center quarter section corner of said Section 2, thence N 1°37'30" E along the east boundary of said NW 1/4, 826.45 feet to the true point of beginning; thence N 1°37'30" E along said east line, 811.39 feet, thence West, 275.34 feet; thence S 47°45'16" W, 300.00 feet to the east right-of-way boundary of State Highway 2-E; thence S 44°03'20" E along said right-of-way boundary, 238.39 feet; thence along a curve of radius 1762.81 feet, to the right, an arc distance of 547.65 feet to the true point of beginning.

Govt Lot 2, Section 2, Township 20 North, Range 14 East, W. M., Kittitas County, Washington.

Lots 1-36 of Wildwood, Plat I, as per plat thereof recorded in Book 4 of Plats, pages 31 and 32, in the County of Kittitas, State of Washington.

ARTICLE III.

The address of the registered office of this corporation shall be Post Office Box 8, Ronald, Washington 98940, and the name of its initial registered agent is ARCHIE S. PATRICK, whose business address is identical with the registered office, and who is a resident of the State of Washington.

ARTICLE IV.

This corporation shall have perpetual existence.

ARTICLE V.

The corporation shall have no capital stock, nor shall it issue capital stock.

ARTICLE VI.

The corporation shall at all times hereafter be a joint mutual association of the original associates, and such other persons as it may hereafter be admitted to membership in accordance with the By-Laws, of the corporation, all of whom shall constitute only one class of members. The membership and certificates evidencing the same shall be inseparably appurtenant to Lots or Tracts owned by the members, and upon transfer of the ownership or contract for sale of any such lot or tract, membership and certificate of membership shall ipso facto be deemed to be transferred to the grantee or contract purchaser. No membership or certificate of membership shall be transferred, assigned or conveyed in any manner other than the manner set forth in the By-Laws of the corporation. In the event of the death of a member, membership or certificate of membership of such deceased member shall be and become the property of the personal representative of such deceased member upon appointment qualification of such in a judicial proceeding and such personal representative shall have all the rights, privileges and liabilities

of such member until title shall be transferred or contracted to be transferred. The property in possession of this corporation shall be managed by the Board of Trustees hereinafter mentioned and only alienated and disposed of in accordance with the By-Laws of the corporation. Members shall be entitled to cast one vote per lot, but no more than one vote shall be cast per lot regardless of the number of owners thereof.

ARTICLE VII.

The primary source of the funds required by this corporation to accomplish its purposes as set forth herein shall be periodic dues to be paid by its members. The amount of such dues and the time of payment thereof shall be established by the Board of Trustees in accordance with procedures set forth in the By-Laws and shall be related to the actual or budgeted necessary expenditures. Funds necessary to meet unforeseen or emergency expenses or those not regularly recurring may be acquired by assessment of the members on an equitable basis by the Board of Trustees. No member shall be assessed for any part of the original cost of any unessential capital improvement no matter how desirable such improvement may be, without his written consent, but the use of any such improvement may be denied to any member who does not consent to assessment therefor.

ARTICLE VIII.

No dividend or profit shall ever be paid to any member, and should this corporation ever have any net earnings, no part of the same shall inure to the benefit of any private member.

ARTICLE IX.

The number, qualifications, terms of office, manner of election, time and place of meetings, and the powers and duties of the initial

Board of Trustees of the corporation and those succeeding the initial Trustees, the agents and committees by whom the purpose of the corporation are to be carried out shall be provided by ~~the~~ By-Laws of the corporation.

The names of the persons who are to serve as the initial Trustees are Archie S. Patrick, Harry S. Patrick, and Bror Lindberg. The initial Trustees are to serve until the Sunny Lands Development Corporation and Roslyn Cascade Company shall complete the sale of the Lots in the four subdivisions of Pineloch/Sun unless at their discretion they wish to turn over the operation of the corporation to a duly elected Board of Trustees elected by the members of the corporation.


ARTICLE X.

The Board of Trustees may make By-Laws from time to time, subject to the power of the membership of the corporation to amend or repeal them.


IN WITNESS WHEREOF, we have hereunto set our hands this 9th day of May, 1969.



ARCHIBALD S. PATRICK



HARRY S. PATRICK



BROR LINDBERG