

**ARTICLES OF INCORPORATION
OF
TUMBLE CREEK
VILLAGE ASSOCIATION**

MOUNTAINSTAR RESORT DEVELOPMENT, LLC, a Delaware limited liability company, d/b/a **SUNCADIA DEVELOPMENT COMPANY** (“Declarant”), for the purpose of forming a nonprofit corporation under Chapter 24.03 of the Revised Code of Washington, adopts the following Articles of Incorporation:

ARTICLE 1.

NAME

The name of the corporation is Tumble Creek Village Association (the “Village Association”).

ARTICLE 2.

DURATION

The Village Association shall have perpetual duration.

ARTICLE 3.

PURPOSES AND POWERS

The Village Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members.

3.1. In way of explanation and not of limitation, the purposes for which it is formed are:

3.1.1 to be and constitute the Village Association described in the Supplemental Village Declaration of Covenants, Conditions, Restrictions and Easements for Tumble Creek Village at Suncadia (hereinafter the “Village Declaration”), recorded or to be recorded in the records of Kittitas County, Washington, to perform all obligations and duties of the Village Association, and to exercise all rights and powers of the Village Association, as specified therein, in the Bylaws of the Village Association (“Bylaws”) and as provided by law; and

3.1.2 to provide an entity for the furtherance of the interests of the Owners of property within Tumble Creek Village.

3.2. In furtherance of its purposes, the Village Association shall have the following powers, which, unless indicated otherwise by the Village Declaration or Bylaws, may be exercised by the Board:

3.2.1 all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Washington in effect from time to time;

3.2.2 all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, or the Village Declaration, including, without limitation, the following:

- (a) to impose and collect assessments or other charges to be levied;
- (b) to manage, control, operate, maintain, repair, and improve the Common Areas and other properties as provided in the Village Declaration or any other property for which the Village Association by rule, regulation, declaration, or contract has a right or duty to provide such services;
- (c) to enforce covenants, conditions, or restrictions affecting any property to the extent the Village Association may be authorized to do so under the Village Declaration or Bylaws;
- (d) to engage in activities which will actively foster, promote, and advance the common interests of all Owners of property subject to the Village Declaration;
- (e) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Village Association;
- (f) to borrow and repay moneys for the purpose of maintaining and improving the Common Areas and encumber the Common Areas as security for the repayment of such borrowed money;
- (g) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Village Association, with or in association with any other association, corporation, or other entity or agency, public or private;
- (h) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(i) to adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Village Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Village Declaration;

(j) to make, establish, promulgate, amend and repeal Policies and Procedures as provided in the Village Declaration;

(k) to perform such acts as may be reasonably necessary to enforce the provisions of the Village Declaration and the Policies and Procedures adopted by the Village Association;

(l) to provide any and all supplemental services as may be necessary or proper.

3.3. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be permitted by law. The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article.

ARTICLE 4.

MEMBERSHIP

The Village Association shall be a membership corporation without certificates or shares of stock. Every Owner of one or more Units within Tumble Creek Village shall, immediately upon creation of the Village Association and thereafter during the entire period of such Owner's ownership of one or more Units within Tumble Creek Village, be a member of the Village Association. Such membership shall commence, exist and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

ARTICLE 5.

REGISTERED AGENT AND OFFICE

The initial registered office of the Village Association is 202 North Phoenix Street, Olympia, WA 98506, and the initial registered agent at such address is Corporation Service Company.

ARTICLE 6.

BOARD OF DIRECTORS

The business and affairs of the Village Association shall be conducted, managed, and controlled by a Board of Directors. The initial Board shall consist of three (3) directors appointed by the Declarant. The names and addresses of the initial directors are as follows:

Christopher Kelsey

P.O. Box 887

Roslyn, WA 98941

William G. Hunt

P.O. Box 887

Roslyn, WA 98941

Delbert E. Goehring

P.O. Box 887

Roslyn, WA 98941

The number of directors, method of election, term of office, removal and filling of vacancies shall be as set forth in the Bylaws. The Board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

ARTICLE 7.

LIABILITY OF DIRECTORS

To the fullest extent that the Washington Nonprofit Corporation Act, as it exists on this date or as it may be amended, permits the limitation or elimination of the liability of directors, no director of the Village Association shall be personally liable to the Village Association or its Members 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 wrongful acts. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Village Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. In the event any director of the Village Association is made a party to any proceeding because the individual is or was a director or officer of the Village Association, the Village Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law.

ARTICLE 8.

DISSOLUTION

8.1. The Village Association may be dissolved only upon a resolution duly adopted by the Board and the affirmative vote of not less than 67% of the Class A votes of the Village Association cast as provided in the Village Declaration and the consent of the Declarant so long as the Declarant owns any property subject to the Village Declaration or which may be unilaterally subjected to the Village Declaration by the Declarant. In the event the Village Association is at any time dissolved, it shall automatically be succeeded by an unincorporated association of the same name.

8.2. In the event of dissolution, liquidation or winding up of the Village Association, subject to the Village Declaration, the Village Association's assets remaining after payment, or provisions of payment, of all known debts and liabilities of the Village Association shall be divided among and distributed to the Members thereof in accordance with their respective rights therein.

ARTICLE 9.

MERGER AND CONSOLIDATION

The Village Association may merge or consolidate only upon a resolution duly adopted by the Board and the affirmative vote of not less than 67% of the Class A votes of the Village Association cast as provided in the Village Declaration and the consent of the Declarant so long as the Declarant owns any property subject to the Village Declaration or which may be unilaterally subjected to the Village Declaration by the Declarant.

ARTICLE 10.

AMENDMENTS

These Articles may be amended only upon a resolution duly adopted by the Board and the affirmative vote of not less than 67% of the Class A votes of the Village Association cast as provided in the Village Declaration and the consent of the Declarant so long as the Declarant owns any property subject to the Village Declaration or which may be unilaterally subjected to the Village Declaration by the Declarant; provided however, no Members shall be entitled to vote on any amendment to these Articles proposed for the sole purpose of complying with the requirements of any governmental or quasi governmental entity or institutional lender authorized to fund, insure or guarantee Mortgages on individual Units, as such requirements may exist from time to time, which amendments may be adopted by the Board.

ARTICLE 11.

INCORPORATOR

The name and address of the sole incorporator is MOUNTAINSTAR RESORT DEVELOPMENT, LLC, a Delaware limited liability company, d/b/a **SUNCADIA DEVELOPMENT COMPANY**, P.O. Box 887, Roslyn, WA 98941

ARTICLE 12.

DEFINITIONS

Unless otherwise defined herein, the words used in these Articles shall have the same meaning as set forth in the Village Declaration, unless the context shall prohibit.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the incorporator, has executed these Articles of Incorporation this _____ day of _____, 2004.

MOUNTAINSTAR RESORT
DEVELOPMENT, LLC,
a Delaware limited liability company,
d/b/a **SUNCADIA DEVELOPMENT
COMPANY**

By: Easton Ridge Investors, LLC,
a Delaware limited liability company
Its Managing Member

By _____

Name: _____

Its: _____

By _____

Name: _____

Its: _____

**CONSENT TO APPOINTMENT AS REGISTERED AGENT
OF
TUMBLE CREEK
VILLAGE ASSOCIATION**

Corporation Service Company., hereby consents to serve as Registered Agent, in the State of Washington, for the above-named Association. The undersigned understands that as agent for the Village Association, it will be its responsibility to receive Service of Process in the name of the Village Association; to forward all mail to the Village Association; and to immediately notify the Office of the Secretary of State in the event of resignation by the undersigned, or of any change in the registered office address of the Village Association.

DATED as of this _____ day of _____, 2004.

CORPORATION SERVICE COMPANY

By _____

Name: _____

Title: _____

Address: 202 North Phoenix Street
Olympia, WA 98506

A copy of the executed document is available upon request.

