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AZ CORP COMMISSION  
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ARTICLES OF INCORPORATION

OF

THE PUEBLO AT ANDERSEN SPRINGS ASSOCIATION

In compliance with the requirements of Ariz. Rev. Stat. Ann. § 10-1002 *et seq.*, the undersigned, all of whom are of legal age, hereby certify:

1. **NAME:** The name of the corporation is The Pueblo at Andersen Springs Association hereafter called the "Association."

2. **DURATION:** The time of commencement of this corporation shall be the date upon which these articles are filed with the Arizona Corporation Commission and the duration shall be perpetual unless the Association is dissolved.

3. **PURPOSE:** The purpose of this corporation is to provide for the maintenance and improvement of the Common Area and the preservation, architectural control and enforcement of the Declaration of Covenants, Conditions, Restrictions, and Easements (the "Declaration") recorded on February 21, 1995, as Instrument No. 95 0092592, Records of the Maricopa County Recorder, as to the real property described therein, and pursuant to the Declaration, to promote the health, safety and welfare of the owners within the above-described property, and to have and exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation statutes of the State of Arizona may now or hereafter have or exercise.

4. **INITIAL BUSINESS:** In furtherance of the general purposes, the Association shall have power to:

A. Perform all of the duties and obligations of the Association as set forth in the Declaration;

B. Fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration and to pay all expenses in connection therewith and incidental to the conduct of the Association, including charges levied or imposed against the Common Area;

C. Acquire, own, improve, operate, maintain, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association, subject to the limitations of the Declaration; and

D. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, subject to the limitations contained in the Declaration.

5. **STATUTORY AGENT:** The initial statutory agent is Ralph Hogan, 1920 South Alma School Road, Suite 214, Mesa, Arizona, 85210.

6. **PLACE OF BUSINESS:** The known place of business of the Association is 1921 South Alma School Road, Suite 214, Mesa, Arizona, 85210.

7. **MEMBERSHIP:** Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Parcel which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Parcel which is subject to assessment by the Association.

8. **INCORPORATORS:** The names and addresses of the incorporators are:

N. Mark Kramoltz  
Poli & Ball, Ltd.  
2999 North 44th Street, Suite 500  
Phoenix, Arizona, 85018

Linda Lieber  
Poli & Ball, Ltd.  
2999 North 44th Street, Suite 500  
Phoenix, Arizona, 85018

9. **BOARD OF DIRECTORS:** The affairs of this corporation shall be managed by a Board of not less than three nor more than seven directors. At the first annual meeting the members shall elect the directors for a term of one year.

10. **INITIAL DIRECTORS:** The number of directors of this corporation to serve initially shall be three, to serve as directors until the first annual election of directors or until the election of their successors:

Rex Quigg  
1921 South Alma School Road, Suite 214  
Mesa, Arizona 85210

Ralph Hogan  
1921 South Alma School Road, Suite 214  
Mesa, Arizona 85210

David Inoshita  
1921 South Alma School Road, Suite 214  
Mesa, Arizona 85210

11. **SEVERABILITY:** If any provisions of these Articles or the Bylaws should be invalid for any reason, such invalidity shall in no way affect any other provisions, which shall remain in full force and effect.

12. **LIMITS OF LIABILITY:** The private property of each and every officer, director and member of the Association shall at all times be exempt from all debts and liabilities of the corporation.

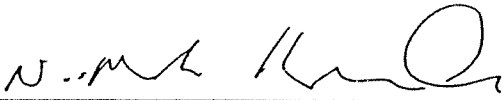
13. **INDEMNIFICATION OF BOARD OF DIRECTORS AND OFFICERS:** Each officer or director shall be indemnified to the fullest extent allowed by law by the members against all expenses and liabilities, including attorneys fees, reasonably incurred by or imposed upon such officer or director in connection with any proceedings to which such officer or director may be a party, or any settlement thereof, or in which such officer or director may become involved, by reason of his or her being or having been a member of the Board of Directors or an officer, except in such cases wherein the officer or director is adjudged guilty of willful misfeasance or malfeasance in the performance of such officer's or director's duties.

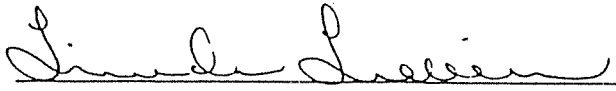
14. **AMENDMENT:** Amendment of these Articles shall require the vote of no less than two-thirds (2/3) of those members eligible to vote.

15. **DISSOLUTION:** In the event of dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

16. **APPROVALS.** The annexation of additional properties, mergers and consolidations, mortgaging of the common area and amendment of these Articles so long as Class B Membership (as set forth in the Declaration) is in existence shall require the prior approval of the FHA, VA and/or HUD.

DATED this 22nd day of February, 1995.

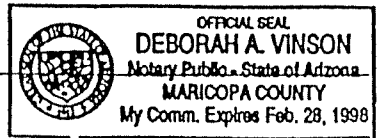
  
\_\_\_\_\_  
N. Mark Kramoltz

  
\_\_\_\_\_  
Linda Lieber

STATE OF ARIZONA        )  
                                  )        ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 1995 by N. Mark Kramoltz as Incorporator of The Pueblo at Andersen Springs Association, on behalf of the corporation.

My Commission Expires:

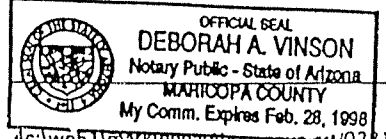


  
\_\_\_\_\_  
Notary Public

STATE OF ARIZONA        )  
                                  )        ss.  
County of Maricopa     )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 1995 by Linda Lieber as Incorporator of The Pueblo at Andersen Springs Association, on behalf of the corporation.

My Commission Expires:



  
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Notary Public

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