

AZ. CORP. COMMISSION
FILED

EXPEDITED

SEP 14 2001

ARTICLES OF INCORPORATION

OF

APPR.
TERM
DATE

Paula Suvally

9-14-01

VINTAGE RANCH HOMEOWNERS ASSOCIATION

1001781-5

ARTICLE I

NAME

OK

The name of the corporation is Vintage Ranch Homeowners Association.

ARTICLE II

DEFINED TERMS

Capitalized terms used in these Articles without definition shall have the meanings specified for such terms in the Declaration of Covenants, Conditions and Restrictions for Vintage Ranch recorded in the official records of the County Recorder of Maricopa County, Arizona, as such Declaration may be amended from time to time. As used in these Articles, the term "Eligible Votes" means the total number of votes entitled to be cast by Members as of the record date for determining the Members entitled to vote at a meeting or in respect of any other lawful action including, but not limited to, action by written ballot or written consent.

ARTICLE III

KNOWN PLACE OF BUSINESS

The known place of business of the Association shall be located at 9140 S. Kyrene, Suite 202, Tempe, Arizona 85284.

ARTICLE IV

STATUTORY AGENT

Norman Lee Nicholls, whose address is 9140 S. Kyrene Road, Suite 202, Tempe, Arizona 85284, and who is a resident of the State of Arizona, is hereby appointed and designated as the initial statutory agent for the corporation.



ARTICLE V

CHARACTER OF BUSINESS

The Association is organized as a nonprofit corporation pursuant to the Arizona Nonprofit Corporation Act. The character of business which the Association intends to conduct in Arizona is to provide for the management, maintenance, and care of the Areas of Association Responsibility and other property owned by the Association or property placed under its jurisdiction and to perform all duties and exercise all rights imposed on or granted to the Association by the Community Documents or by law. The Association may transact any or all lawful business for which corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

The Members of the Association shall be the Owners of Lots. All Owners of Lots shall be mandatory members of the Association, and no Member shall have the right to resign as a member of the Association. By acquiring fee title to or otherwise becoming the Owner of a Lot, a Person consents to becoming a member of the Association. As provided in the Declaration, there initially will be two classes of membership in the Association. Each Owner shall have such rights, privileges and votes in the Association as are set forth in the Community Documents. The provisions of the Declaration pertaining to classes of membership and the voting rights of the Members are incorporated in these Articles of Incorporation by reference.

ARTICLE VII

BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors shall be one (1). The name and address of the initial director of the Association who shall serve until his successor is elected and qualifies is as follows:

<u>Name</u>	<u>Mailing Address</u>
Norman Lee Nicholls	9140 S. Kyrene Suite 202 Tempe, Arizona 85284

The Board shall adopt the initial Bylaws of the Association. The power to alter, amend or repeal the Bylaws is reserved to the Members.

ARTICLE VIII

OFFICERS

The following persons shall be the initial officers of the Association and shall hold the positions opposite their names until their successors have been elected and qualify:

- Norman Lee Nicholls - President
- Ira Fulton - Vice President
- Douglas S. Fulton - Secretary
- Thomas E. Abraham - Treasurer

ARTICLE IX

LIMITATION ON LIABILITY OF DIRECTORS

The personal liability of a director of the Association to the Association or its members for money damages for any action taken or any failure to take any action as a director is hereby eliminated to the fullest extent permitted by the Arizona Nonprofit Corporation Act, as it may be amended from time to time. Any repeal or modification of this Article IX shall be prospective only and shall not adversely affect the personal liability of a director or prior director for any act or omission occurring prior to the effective date of such repeal or modification.

ARTICLE X

INDEMNIFICATION

The Association shall indemnify any person made a party to any civil suit or criminal, administrative or investigative action, other than an action by or in the right of the Association, by reason of the fact that he is or was a member, director, officer, employee or agent of the Association against expenses, including attorneys' fees, and judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, if he acted, or failed to act, in good faith and he reasonably believed: (a) in the case of conduct in an official capacity with the Association, that the conduct was in its best interests; (b) in all other cases, that the conduct was at least not opposed to its best interests; and (c) in the case of any criminal action or proceeding, that he had no reasonable cause to believe the conduct was unlawful. Any indemnification of the members, directors, officers, employees or agents of the Association shall be governed by and made in accordance with the provisions of the Arizona Nonprofit Corporation Act. Any repeal or modification of this Article X shall be prospective only and shall not adversely affect, defeat or limit the right of any person to indemnification for any act, or failure to act, occurring prior to the effective date of such repeal or modification.

ARTICLE XI

AMENDMENTS

These Articles may be amended by Members holding at least two-thirds (2/3) of the Eligible Votes. So long as the Declarant owns one or more Lots, any amendment to these Articles must be approved in writing by the Declarant.

ARTICLE XII

DISSOLUTION

The Association may be dissolved by the affirmative vote of Members holding not less than two-thirds (2/3) of the Eligible Votes. Upon 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 or assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose. So long as the Declarant owns one or more Lots or holds an option to purchase one or more Lots, any dissolution of the Association must be approved in writing by the Declarant.

ARTICLE XIII

DURATION

The Association shall exist perpetually.

ARTICLE XIV

ASSESSMENTS AND FEES

Each Member shall be obligated to pay Assessments and other fees and charges to the Association in accordance with the Community Documents.

ARTICLE XV

VA/FHA APPROVAL

During the Declarant Control Period, the following actions will require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of

additional properties; mergers or consolidations, mortgaging of Common Area, dedication of Common Area, dissolution of the Association, or amendment of these Articles of Incorporation.

ARTICLE XVI

INCORPORATOR

The name and address of the incorporator of the Association is:

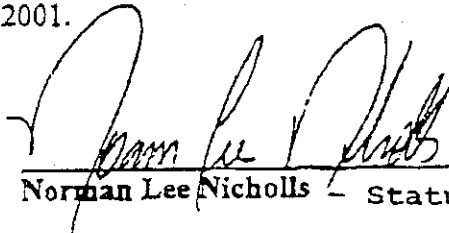
Name

Address

Norman Lee Nicholls

9140 S. Kyrene
Suite 202
Tempe, Arizona 85284

Dated this 6th day of September, 2001.



Norman Lee Nicholls - Statutory Agent