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APPR *Christina Jones*
DATE APPR 9/25
TERM _____
DATE _____ TIME _____

ARTICLES OF INCORPORATION
OF
SONORA HOMEOWNERS ASSOCIATION, INC.

0758489-4

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, having associated herself for the purpose of forming a non-profit corporation under and by virtue of the laws of the State of Arizona, Title 10, Chapter 5, Article 2, Arizona Revised Statutes, 1979, does hereby adopt the following Articles of Incorporation.

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be SONORA HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association", and its principal place of business shall be Sun City West, Maricopa County, Arizona, but other offices, and places of business, may be established to maintain within or without the State of Arizona, at such place as the Board of Management of the corporation may designate, where meetings of the membership and/or Board of Management may be held.

ARTICLE II

NAME OF INCORPORATOR

The name and address of the incorporator is:

Mary S. Alexander
6001 N. 24th Street
Phoenix, Arizona 85016

ARTICLE III
DATE OF INCORPORATION

The time of the commencement of this corporation shall be the day these Articles are filed, and the term thereof shall be perpetual.

ARTICLE IV
PURPOSES AND POWERS OF THE ASSOCIATION

Section 1. This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the structures, Lots 1 through 182 and ownership and maintenance of the Common Area Tract "A" as defined in that certain Declaration of Covenants, Conditions and Restrictions recorded as Instrument No.95-0549952 in the Recorder's Office of the County of Maricopa, State of Arizona, (hereinafter called the "Declaration") on the following described real property and all structures and improvements located thereon:

Lots 1 through 182 inclusive, and Common Area Tract "A" of Sun City West Unit 58A, a subdivision recorded in Book 403 of Maps, Page 20 in the office of the Maricopa County, Arizona Recorder.

And to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereinafter be brought within the jurisdiction of this Association, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration, applicable to the property and recorded or to be recorded in the office of the Maricopa County, Arizona Recorder, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment, by any lawful means, of all charges and/or assessments of the Association pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of the Members other than the Declarant (as defined in the Declaration), mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area Tract "A" to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members other than Declarant, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the Members other than Declarant; and

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Arizona by law may now or hereafter have or exercise.

Section 2. The foregoing statement shall be construed as a statement both of purposes and of power in each clause and shall be in no way limited or restricted by reference to or inference from the terms or provisions of any other clauses, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statements of powers and purposes, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE V

MEMBERSHIP

Section 1. The corporation shall be a non-stock corporation and shall be owned by its Members, who shall be collectively called the Members of the Association, and no dividends or

pecuniary profits shall be paid to its Members. Membership in the Association, except for membership of the incorporator and the Initial Board of Management, shall be limited to record Owners of equitable title (or legal title if equitable title has merged) of the Dwelling Unit constructed or planned to be constructed on the property described above and any addition thereto as may hereafter be brought within the jurisdiction of this Association by annexation. An Owner of a Dwelling Unit shall automatically, upon becoming the Owner of the Dwelling Unit, be a Member of the Association and shall remain a Member of the Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. No certificates of membership shall be issued and membership shall be evidenced by an official list of said Members, which list shall be kept by the Secretary of the Association. No membership shall be issued to any other person or persons except as they may be issued in substitution for outstanding memberships assigned to the new record Owners of equitable title (or legal title if equitable title has merged).

Section 2. In the event said Dwelling Unit is owned by a corporation, partnership or trust, or by two (2) or more persons whether by joint tenancy, tenancy in common, community property or otherwise, the membership as to each Dwelling Unit shall be joint and a single membership for such Dwelling Unit shall be issued in the names of all and they shall designate to the Association, in writing, at the time of issuance, one of their number who shall hold the membership and have the power to vote said membership, and in the absence of such designation and until such designation is made, the Board of Management of the Association shall make such designation. In no event shall more than one (1) vote be cast with respect to any lot.

ARTICLE VI

BOARD OF MANAGEMENT

Section 1. The affairs of the Association shall be conducted by a Board of Management consisting of an odd number of not less than three (3) nor more than nine (9) members, and such officers as the Board of Management may select from time to time, including a President, a Vice President, a Secretary and a Treasurer. Any two (2) offices or more may be held by the same person, except the offices of the President and Secretary.

Section 2. The Board of Management shall be elected by the Members of the Association at the first annual meeting and each ensuing annual meeting thereafter, as provided for in the Bylaws of the Association. The Board of Management will adopt Bylaws for the corporation and such Bylaws may be amended, supplemented, repealed or suspended and new Bylaws may be adopted as provided for therein.

Section 3. A meeting was held at 13950 Meeker Boulevard, Sun City West, Arizona 85375, by the incorporator and an election of the Initial Board of Management was held, said Board to serve until fifty-one percent (51%) of the lots legally described herein have been conveyed to individual purchasers. Within forty-five (45) days after fifty-one percent (51%) of the lots have been sold and transferred, Declarant shall call the first annual meeting of the Members of the Association, unless Declarant determines that a quorum, as defined in the Bylaws, shall not be present, in which event the first meeting shall be held as soon thereafter as Declarant determines that at least a quorum shall be present. Owner voting rights shall commence and the new Board of Management shall be elected at the first annual meeting. The following persons were elected and shall serve as the Initial Board of Management of the Association.

G. Thomas Hennessy
13950 Meeker Boulevard
Sun City West, Arizona 85375

DeAnna Bollschweiler
13001 Meeker Boulevard
Sun City West, Arizona 85375

Susan Lundquist
6001 N. 24th Street
Phoenix, Arizona 85016

Section 4. Initial Advisory Board of Owners. An initial Advisory Board of Owners ("Advisory Board") shall be appointed, which shall consist of three (3) Members appointed by Declarant from among the Owners of the first Lots conveyed in the properties. The Advisory Board shall serve until the first official meeting of the Association following conveyance of fifty-one percent (51%) of the Lots covered by the Declaration, at which time said Advisory Board shall be dissolved and replaced by the Board of Management elected at said meeting.

ARTICLE VII

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 Association.

ARTICLE VIII

STATUTORY AGENT

The Association hereby appoints Mary S. Alexander, 6001 N. 24th Street, Phoenix, Arizona 85016, who is now and has been for more than three (3) years past, a bona fide resident of the State of Arizona, as its lawful Statutory Agent upon whom all notices and processes, including service of summons, may be served, and which when served, shall be lawful, personal service upon this corporation. The Board of Management may, at any time, appoint another agent for such purpose and the filling of such appointment shall revoke this or any other previous appointment of such agent.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire membership. Upon dissolution of the Association, the assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE X

MEETINGS OF MEMBERS

The first annual meeting of the Members of the Association shall be held within forty five (45) days after the Declarant sold and conveyed fifty-one percent (51%) of the Lots within the

Properties, or ten (10) months after the closing of the sale of the first Lot, whichever first occurs, unless Declarant determines that a quorum, as defined in the Bylaws, shall not be present, in which event the first meeting shall be held as soon thereafter as Declarant determines that at least a quorum shall be present. Thereafter, the annual meetings of the Members of the Association shall be held on the anniversary of the first annual meeting of the Membership. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday, or, the annual meeting shall be held at such other time as shall be specified by the Bylaws of the Association duly adopted or amended. Any such amendment of the Bylaws, thus duly adopted, changing the date of the annual meetings shall be valid and effective without the necessity of amending the Articles of Incorporation of the Association. The annual meetings of the Board of Management and the Members of the Association shall be held at the office of the corporation or at such other office or offices at such other places within the County of Maricopa, State of Arizona, as may be designated by the Board of Management. There shall be no less than two (2) meetings of the Board of Management during each fiscal year.

ARTICLE XI AMENDMENTS

The terms and provisions of Article VI and Article X of these Articles of Incorporation may be amended by an affirmative vote of a bare majority of the entire membership, and a bare majority of votes of members other than the Subdivider. Amendments of all other terms and provisions of these Articles of Incorporation shall require the affirmative vote of seventy-five percent (75%) of the entire membership and seventy-five percent (75%) of members other than the Subdivider.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 14th day of September, 1995.

SONORA HOMEOWNERS ASSOCIATION, INC.

By: Mary S. Alexander
Mary S. Alexander
Its: In incorporator

STATE OF ARIZONA)
)ss.
County of Maricopa)

This instrument was acknowledged before me this 14th day of September, 1995 by Mary S. Alexander, known to me to be the Incorporator of the above named homeowners association.

WITNESS my hand and official seal.

My Commission Expires:

Marilyn J. Petrocelli
Notary Public

