

EXPEDITED
AZ CORP COMMISSION
FILED

2001 FEB 28 A 8:40

ARTICLES OF INCORPORATION

PR M. Flores-Lastelo

OF

DATE APPR. 2-28-01

TERM _____ - 0980146-8

DATE _____ THE CANTERRA AT SPRINGER RANCH II HOMEOWNERS ASSOCIATION

ARTICLE I

NAME

The Name of the corporation is Canterra at Springer Ranch II Homeowners Association.

ARTICLE II

DEFINED TERMS

Capitalized terms used in these Articles without definition shall have the meaning specified for such terms in the Covenants Conditions and Restrictions recorded at Recorder's No. 2001-0119644, Records of Maricopa County, Arizona, as amended from time to time.

ARTICLE III

PRINCIPAL OFFICE

The principal office of the Association shall be at 7010 E. Cochise Road, Scottsdale, Arizona 85253.

ARTICLE IV

STATUTORY AGENT

The initial statutory agent for the corporation shall be Jay R. Graif, Meagher & Geer, P.L.L.P., 6263 N. Scottsdale Road, Suite 290, Scottsdale, Arizona 85250, who has been a bona fide resident of the State of Arizona for more than three (3) years past.

ARTICLE V

PURPOSE OF THE ASSOCIATION

The object and purpose for which this Association is organized is to provide for the management, maintenance, and care of common area and other property located at

93rd Avenue and Olive in Peoria, Arizona, managed 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 Project Documents. In furtherance of, and in order to accomplish the foregoing object and purpose, 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

CHARACTER OF BUSINESS

The character of the business which the Association intends to conduct in Arizona is to provide for the management, maintenance and care of the common area and enforcement of the covenants and restrictions, and to exercise and perform such other powers and duties as are imposed on or granted to the Association by the Project Documents.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS

Membership in the Association shall be limited to Owners of Units. Each owner shall have such rights, privileges and votes in the Association as are set forth in the Project Documents.

ARTICLE VIII

EARNINGS

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 2. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements,) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from Federal Income Tax under the Internal Revenue Code or: (b) by a corporation, contributions to which are deductible under the Internal Revenue Code.

ARTICLE XI

LIMITATION ON LIABILITY OF DIRECTORS

The personal liability of a director of the Association to the Association or its Members for monetary damages for breach of his fiduciary duties as a director is hereby eliminated to the extent permitted by the Arizona Nonprofit Corporation Act, as it may be amended from time to time. The power of indemnification under said Act shall not be denied or limited by the bylaws.

ARTICLE XII

AMENDMENTS

These Articles may be amended by Members representing at least seventy-five percent (75%) of the total authorized votes entitled to be cast by Members of the Association; provided, however, that the Declarant, so long as the Declarant owns any Unit, and thereafter, the Board, without a vote of Members, may amend these Articles in order to conform these Articles to the requirement or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval is required by law or requested by the Declarant or the Association. So long as the Declarant owns any Unit, any amendment to these Articles must be approved in writing by the Declarant.

ARTICLE XIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by Members representing not less than two-thirds (2/3) of the authorized votes of the Membership. Upon dissolution of the Association, other than incident to a merger or consolidation, any 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, any such assets shall be granted, conveyed or assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose.

ARTICLE XIV

DURATION

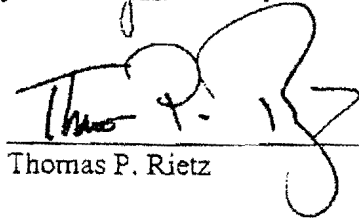
The corporation shall exist perpetually.

ARTICLE XV

INCORPORATOR

The name and address of the incorporator of the Association is Thomas P. Rietz,
7010 E. Cochise Road, Scottsdale, Arizona 85253.

EXECUTED this 12 day of February, 2001 by the incorporator.



Thomas P. Rietz

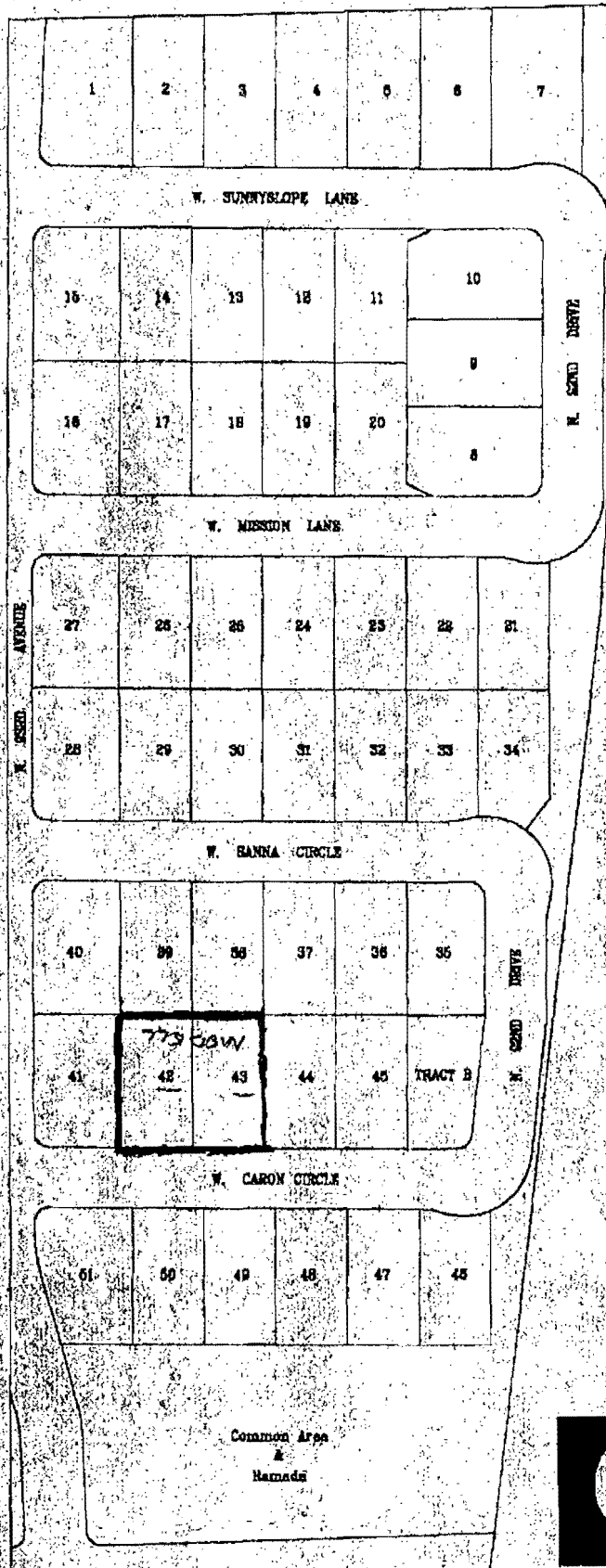
Acceptance of Appointment By Statutory Agent

The undersigned hereby acknowledges and accepts the appointment as statutory
agent of the above-named corporation effective this 12 day of February, 2001.



Jay R. Graff

CANTERRA at Springer Ranch II



HOMES
CANTERRA