

# ARTICLES OF INCORPORATION

OF

Northpointe Homeowners Association

In compliance with the requirements of Arizona Revised Statutes §10-1001, et. seq \_\_\_\_\_, the undersigned, all of whom are residents (which incorporation is sought) of Maricopa County, State of Arizona and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

## ARTICLE I

The name of the corporation is Northpointe Homeowners Association, hereafter called the "Association".

## ARTICLE III

Wynn W. Call \_\_\_\_\_, whose address is 1819 B. Southern, Suite C-10, Mesa, AZ 85204 \_\_\_\_\_, is hereby appointed the initial registered agent of this Association.

## ARTICLE IV

### PURPOSE AND POWERS OF THE ASSOCIATION

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, preservation and architectural control of the Lots and Common Area within that certain tract of property described in Exhibit A attached hereto and incorporated herein by this reference;

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

(a) exercise all of the powers and privileges and to perform all duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Maricopa County 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, all charges or assessments 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 each class of members mortgage, pledge, deed in trust, or hypothecate any of 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 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 as instrument has been signed by a majority or each class of members, 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 each class of members, unless otherwise provided in the Declaration.

(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.

#### ARTICLE V MEMBERSHIP

Every person or entity who is record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, 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 separate from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in and Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as de-

fined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on May 31, 1999

ARTICLE VII  
BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of five(5) Directors who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
<u>Paul W. Glenn</u>	<u>1819 E. Southern #C-10 Mesa</u>
<u>Wynn IV. Call</u>	<u>1819 E. Southern, Suite C-10 Mesa, Arizona 85204</u>
<u>Robert L. Stapley</u>	<u>1819 E. Southern, Suite C-10 Mesa, Arizona 85204</u>
<u>Trudy Licano</u>	<u>1819 E. Southern, Suite C-10 Mesa, Arizona 85204</u>
<u>Gary L. Hanna</u>	<u>1819 E. Southern, Suite C-10 Mesa, Arizona 85204</u>

At the first annual meeting the members shall elect two (2) directors for a term of one year, two (2) directors for a term of two years and one director for a term of three years; and at each meeting thereafter the members shall elect directors to fill the vacancy created by any expiring term of a director or directors.

## ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members; provided that a higher percentages required by the Declaration shall mandate such higher percentage. 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 and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

## ARTICLE IX DURATION

The corporation shall exist perpetually.

## ARTICLE X AMENDMENTS

Amendments of these Articles shall require the assent of 75 percent (75%) of the entire membership; provided that a higher percentage required by the Declaration shall mandate such higher percentage.

## ARTICLE XI FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging the Common area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XII  
INCORPORATOR

The name and address of the incorporator is Wynn W. Call, whose address is 1519 E. Southern, Suite C-10, Mesa, AZ 85204.

ARTICLE XIII  
INDEMNIFICATION

In addition to and not in limitation of any power or duty of the corporation to indemnify any person, the corporation shall pay all expenses, including attorneys' fees, incurred by any present or former director or officer of the corporation in defending a civil or criminal action, suit or proceeding in advance of the final disposition thereof upon the making of the determination provided for in Arizona Revised Statutes §10-1005.B.4 and the satisfaction of the condition provided for in Arizona Revised Statutes §10-1005.B.5; provided, however, that the corporation shall have the right to refuse indemnification would otherwise have been applicable shall have unreasonably refused to permit the corporation, at its own expense, and through counsel of its own choosing, to defend him in any action, suit or proceeding, unless and until such person is successful on the merits or otherwise in defense of any such action, suit or proceeding; and further provided that the corporation shall have the right to refuse indemnification as to any matter subject to this Article which is settled or compromised prior to determination on the merits, unless such settlement or compromise is approved by the Board of Directors of the corporation.