

AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

Audrey Smith, being first duly sworn, deposes and says that (s)he is the **Legal Advertising Manager** of **THE DAILY TERRITORIAL**, a daily newspaper printed and published in the County of Pima, State of Arizona, and of general circulation in the City of Tucson, County of Pima, State of Arizona and elsewhere, and the hereto attached:

ARTICLES OF INCORPORATION OF
RIVERSIDE PLACE HOMEOWNERS ASSOCIATION
-1188082-4

was printed and published correctly in the regular and entire issue of said **THE DAILY TERRITORIAL** for 3 issues; that was first made on the 11th day of May 2005 and the last publication thereof was made on the 13th day of May 2005 ; that said publication was made on each of the following dates, to-wit:

- 05/11/05
- 05/12/05
- 05/13/05

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ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

at the Request of: Snell & Wilmer, LLP

by *Audrey Smith*, Legal Advertising Manager
Subscribed and sworn to before me this 13th day of May 2005 .

Jamie C. Macias
Notary Public in and for the County of Pima, State of Arizona



JAMIE C. MACIAS
Notary Public - Arizona
Pima County
Expires 02/04/08

My commission expires: *2-4-08*

ARTICLES OF INCORPORATION FOR RIVERSIDE PLACE HOMEOWNERS ASSOCIATION

ARTICLE I NAME AND PERPETUAL DURATION The name of the corporation is Riverside Place Homeowners Association, hereinafter called the "Corporation". The Corporation is a non profit corporation under Arizona law. The period of duration shall be perpetual.

ARTICLE II STATUTORY AGENT Randy Agron, whose address is 3573 E. Sunrise Drive, Suite 209, Tucson, Arizona 85718, is the statutory agent of this Corporation.

ARTICLE III ADDRESS OF THE CORPORATION The address of the known place of business of the Corporation is 3573 E. Sunrise Drive, Suite 209, Tucson, Arizona 85718.

ARTICLE IV PURPOSE AND POWERS OF THE CORPORATION This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to promote the health, safety and welfare of its Members and to provide for architectural control of the Covered Property, as that term is defined in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Block 3 - Riverside Crossing (Known and Marketed as Riverside Place) recorded in the office of the Pima County Recorder (the "Declaration"). The Corporation shall also provide for the maintenance and preservation of certain other Common Areas and other areas of responsibility of the Corporation. Any capitalized terms not otherwise defined herein shall have the meanings assigned to them by the Declaration.

The Corporation shall have the power to participate in mergers and consolidations with other corporations organized for the same purposes or annex additional residential property, streets, roadways or alleys. Annexation, except as otherwise provided in the Declaration, shall have the assent of at least seventy-five percent (75%) of the votes entitled to be cast by the Membership.

The Corporation shall not carry on any activities not permitted to be carried on by a homeowners association exempt from Federal Income Tax under Section 528 of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Revenue Law.

ARTICLE V MEMBERSHIP Membership shall be determined as provided in the Declaration. Each Owner's Membership in the Association, except for Declarant as provided in the Declaration, shall be appurtenant to and may not be separated from ownership of the Lot to which the Membership is attributable.

ARTICLE VI VOTING RIGHTS The Members' voting rights shall be determined as provided in the Declaration. There shall be two (2) classes of membership, Class A and Class B, with the Class B converting to Class A as more specifically provided in the Declaration. The Class B shall be the Declarant and any Declarant Affiliate (as defined in the Declaration), and the Class A shall be all other Owners of Lots within the Covered Property, except that the Class B shall convert to Class A as provided in the Declaration. Voting shall be as determined in the Bylaws and in the Declaration, with the Class B Member having such rights and privileges as contained therein, including rights during the Declarant Control Period, and right to disapprove actions of the Board of Directors of the Corporation.

ARTICLE VII INITIAL BUSINESS The character of business that the Corporation initially intends actually to conduct in this state is the operation of a homeowners association and the maintenance of such Common Areas and other properties as may be described in the Declaration as areas of responsibility of the Corporation.

ARTICLE VIII BOARD OF DIRECTORS The number, qualifications and term of each of the Directors shall be provided in the Bylaws of the Corporation. The names and addresses of the persons elected to serve as Directors until the next annual meeting of Mem-

bers or until their successors are elected and qualified are:
Jonathan Fenton
3573 E. Sunrise Drive, Suite 209
Tucson, Arizona 85718
Randy Agron
3573 E. Sunrise Drive, Suite 209
Tucson, Arizona 85718
Traci Fontaine
3573 E. Sunrise Drive, Suite 209
Tucson, Arizona 85718

ARTICLE IX ORIGINAL INCORPORATORS The original incorporator was Jonathan Fenton, whose address is 3573 E. Sunrise Drive, Suite 20, Tucson, Arizona, 85718.

ARTICLE X DISSOLUTION The Corporation may be dissolved only in accordance with the provisions of the Declaration and in accordance with the Arizona law. Any dissolution shall be approved in writing by the holders of not less than seventy five (75%) percent of the total Class A votes in the Association, and the consent of the Declarant so long as it owns any portion of the Covered Property or so long as provided in the Declaration. Upon dissolution, other than incident to a merger or consolidation, the assets shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XI LIMITATION OF DIRECTORS' LIABILITY The personal liability of the directors to the Corporation for monetary damage for any action or failure to take any action as a director is eliminated to the fullest extent permitted by A.R.S. §10-3202(B)(1), as it may hereafter be amended or renumbered, or the analogous provision of any future Arizona nonprofit corporation code.

ARTICLE XII INDEMNIFICATION The Corporation may indemnify any person against liability and expenses, including without limitation, attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably suffered or incurred by reason of the fact that he/she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other entity, in all circumstances in which, and to the extent that, such indemnification is permitted by A.R.S. §§10-3851 and 10-3856, as such provisions may hereafter be amended or renumbered, or the analogous provision of any future Arizona nonprofit corporation code. Any indemnification hereunder shall be made by the Corporation only as authorized by the Board of Directors pursuant to A.R.S. §10-3855, as it may hereafter be amended or renumbered, or the analogous provision of any future Arizona nonprofit corporation code.

The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation, or was serving at the request of the Corporation as a director or officer, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such whether or not the Corporation would have had the power to indemnify him against such liability under this Article.

The indemnification herein above permitted shall not be exclusive of any rights to which any director or officer of the Corporation may otherwise be entitled to by law, including mandatory indemnification under A.R.S. §10-3852.

ARTICLE XIII DISPUTE RESOLUTION As more specifically set forth in the dispute resolution sections of the Declaration, the Corporation is limited in the manner in which it may bring civil actions. The procedures prescribed in the Declaration are in addition to and shall not be construed to conflict with any requirements under the laws of the State

of Arizona.

ARTICLE XIV AMENDMENT A. By Class B Member. Prior to termination of the Declarant Control Period, the Class B Member may unilaterally amend these Articles. Thereafter, the Class B Member may unilaterally amend these Articles at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots. So long as the Class B Membership exists, the Class B Member may unilaterally amend these Articles for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

B. By Members Generally. Except as provided above, these Articles may be amended only by the affirmative vote or written consent, or any combination hereof, of Voting Members representing 51% of the total Class A votes in the Association, and the consent of the Declarant so long as it holds a Class A or Class B Membership. In addition, the approval requirements set forth in the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

C. Validity of Amendments. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant, the Class B Member, or the assignee of such right or privilege.

ARTICLE XV CONFLICTS In the case of any conflict between the terms hereof and the Declaration, the Declaration shall always control, and in the case of a conflict with the Bylaws, these Articles of Incorporation shall control.

DATED: March 11, 2005 INCORPORATOR: /s/ Jonathan Fenton

CONSENT OF STATUTORY AGENT Randy Agron, having been designated to act as Statutory Agent, hereby consents to act in that capacity until removed or its resignation is submitted.

DATED: 3/11/05 /s/ Randy Agron
EXPEDITED AZ. CORP. COMMISSION
FILED MAR 17 2005 -1188082-4

PUBLISH: The Daily Territorial
May 11, 12, 13, 2005
airverde/45693.0003 a.a

-11880824