AZ Corp. Commission
01234905

THE RECORD REPORTER

~ SINCE 1914 ~

1505 N CENTRAL AVE #200, PHOENIX, AZ 85004-1725
Telephone (602) 417-9900 / Fax (602) 417-9910

RECEIVED
1015295
JUN 03 2005

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

O. CRAIG RANDALL
D R HORTON CUSTOM HOMES
4500 S. LAKESHORE DR., #205
TEMPE, AZ - 85282

RR# 821584

AFFIDAVIT OF PUBLICATION

Reference #: 1191955-5

Notice Type: AI - ARTICLES OF INCORPORATION

Ad Description: LA FORTINA HOMEOWNERS ASSOCIATION

I, Wendy Cooper, am authorized by the publisher as agent to make this affidavit. Under oath, I state that the following is true and correct.

THE RECORD REPORTER is a newspaper of general circulation published Monday, Wednesday and Friday except legal holidays, in the County of Maricopa, State of Arizona. The copy hereto attached is a true copy of the advertisement as published on the following dates:

05/27/2005, 06/01/2005, 06/03/2005

Wendy Cooper

Subscribed and sworn to before me on the 3rd day of June, 2005

Diane M. Heuel

OFFICIAL SEAL
DIANE M. HEUEL
Notary Public State of Arizona
MARICOPA COUNTY
My Comm. Expires Oct 31 2006

ARTICLES OF INCORPORATION OF LA FORTINA HOMEOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for the purpose of forming a non-profit corporation under the laws of the State of Arizona, does hereby adopt the following Articles of Incorporation.

1. Name. The name of this corporation (hereinafter "Association") is La Fortina Homeowners Association.

2. Duration. The period of duration of the Association shall be perpetual.

3. Principal of Business. The initial known place of business and principal office for the transaction of business of the Association is located at 4500 S. Lakeshore Drive, Ste. 601, Tempe, Arizona 85282.

4. Statutory Agent. The name and address of the Association's initial Statutory Agent, a bona fide resident of the State of Arizona, are:

O. Craig Randall
c/o D.R. Horton, Inc.
4500 S. Lakeshore Drive, Ste. 601
Tempe, Arizona 85282

5. Nonprofit Corporation. This Association is organized as a nonprofit corporation under the laws of the State of Arizona.

6. Purpose and Powers. This Association does not contemplate the distribution of gains, profits or dividends to its Members. The specific primary purposes for which the Association is formed are to provide for the management, operation, administration, maintenance, repair, improvement, preservation and architectural control of the Areas of Association Responsibility and the health, safety and welfare of all Residents within the Project described in that certain Declaration of Covenants, Conditions, Restrictions and Easements for La Fortina (the "Declaration") Recorded on the 15th day of February, 2005, at Instrument No. 2005-0185903 and on that certain Plat recorded on February 9, 2005 in Book 728 of Maps, page 04, both of which were Recorded in the Official Records of the Maricopa County, Arizona Recorder.

In furtherance of said purposes, this Association shall have the powers to:

a. Perform all of the duties and obligations of the Association as set forth in the Declaration;

b. Fix, levy, collect and enforce Assessments, late charges, monetary penalties, fines, fees or other charges as set forth in the Declaration;

c. Pay all expenses and obligations incurred by the Association in the conduct of its business, including without limitation, all licenses, taxes or governmental charges levied or imposed against any property owned by the Association;

d. 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, further subject to the provisions of the Declaration;

e. Grant easements over the Common Area to any public agency, authority or utility company, further subject to the provisions of the Declaration;

f. Convey the Common Area or subject the same to a mortgage or other security interest, further subject to the provisions of the Declaration;

g. Participate in mergers and consolidations with other nonprofit corporations organized for the same purpose;

h. Have and exercise any and all powers, rights and privileges which a corporation organized under the Arizona Nonprofit Corporation Act (A.R.S. §10-3101 et seq.) by law may now or hereafter have or exercise.

7. Membership Voting Rights. This Association will have Members. The number and qualifications of Members of the Association, the property, voting and other rights and privileges of Members, their liability for Assessments and the method of collection thereof shall be as set forth in the Declaration and the Bylaws. Membership in the Association shall be limited to Owners of Lots. An Owner of a Lot shall automatically upon becoming the Owner thereof, 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 the Association shall automatically cease. Membership and voting rights are appurtenant to, and inseparable from, ownership of the Lot.

8. Board of Directors. The affairs of this Association shall be managed by a Board of not less than (1) director and not more seven (7) Directors at any time. While Class B Membership exists, the Board shall be comprised of three (3) directors, who shall serve until their successors are elected or appointed according to the Bylaws. The name and address of the initial Directors are as follows:

Mark Allen
4500 S. Lakeshore Drive, Ste. 601
Tempe, Arizona 85282
O. Craig Randall
4500 S. Lakeshore Drive, Ste. 601
Tempe, Arizona 85282
Erika Zeller
4500 S. Lakeshore Drive, Ste. 601
Tempe, Arizona 85282

After Class B Membeship expires or terminates, the Board shall automatically increase to five (5) directors in size who shall be elected or appointed and serve as provided in the Bylaws. Subject to the Boar size limitations set forth in this Paragraph 8, and, only after Class B Membership expires or is terminated, the number of Directors serving on the Board from time to time may be changed at any time by amendment to the Bylaws adopted by the Association Members.

9. Elimination of Director Liability. As set forth in the Arizona Nonprofit Corporation Act, each Director shall be immune from civil liability and shall not be subject to suit indirectly or by way of contribution for any act or omission resulting in damage or injury

if said Director was acting in good faith and within the scope of his official capacity (which is any decision, act or event undertaken by the Association in furtherance of the purpose or purposes for which it is organized), unless such damage or injury was caused by willful and wanton or grossly negligent conduct of the Director. Without limiting the foregoing, it is the intention of this paragraph to provide for the Directors the full benefits and immunities created by or available under the provisions of A.R.S. §§10-3202(B) and 10-3830(D), as the same may be expanded or modified in the future.

10. Dissolution. The Association may be dissolved with the asset given in writing and signed by Members representing not less than two-thirds (2/3) of the authorized votes in each class of Membership. Upon the dissolution, liquidation or winding up of the Association (other than incident to a merger or consolidation), the Association shall pay or adequately provide for the debts and obligations of the Association and otherwise comply with the Arizona Nonprofit Corporation Act including, without limitation, §10-11405 thereof. Upon such dissolution, liquidation or winding up, 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, or if such action, is not feasible, then any assets remaining after providing for the debts and obligations of the Association, shall be distributed to the Members in accordance with their respective share of the Common Expenses.

11. Amendments. These Articles may be amended by the vote or written assent of the Owners of at least sixty-seven percent (67%) of the Lots; provided, however that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision or be inconsistent with the provisions of the Declaration.

12. Incorporator. The name and address of the incorporator of the Association address are:

O. Craig Randall
c/o D.R. Horton, Inc.
4500 S. Lakeshore Drive, Ste. 601
Tempe, Arizona 85282

13. VA/FHA Approval. If the VA or FHA has insured or guaranteed a mortgage loan on any Lot in the Property, the approval of the VA or FHA as applicable, shall be required prior to the annexation of additional property to the Property, mergers and consolidations, mortgaging of a Common Area, dedication of a Common Area, dissolution or amendment of these Articles.

14. Definitions. All initially capitalized terms used herein without definition shall have the meanings set forth for such terms in the Declaration.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as the Incorporator this 28th day of February, 2005.

/s/O. Craig Randall
Incorporator

05/27/2005, 06/01/2005, 06/03/2005
RR-821584#