

THE RECORD REPORTER

~ SINCE 1914 ~

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ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

RR# 2869073

ARTICLES OF INCORPORATION OF TERRAMAR COVE COMMUNITY ASSOCIATION

(an Arizona Nonprofit Corporation)
In compliance with the requirements
of Section 10-3201, et seq., Arizona
Revised Statutes, as amended, the
undersigned, who is a person capable
of contracting, states as follows:

ARTICLE I

Name
The name of the corporation is
Terramar Cove Community
Association (the "Association"). The
Association is formed as a nonprofit
corporation under Arizona laws. The
Association shall make no
distributions of income to its
Members, directors or officers.

ARTICLE II

Definitions
All capitalized terms used herein
which are not defined shall have the
same meaning as set forth in the
Recorded Declaration of Covenants,
Conditions, Restrictions, and
Easements for Terramar Cove, as the
same may be amended from time to
time (the "Declaration").

ARTICLE III

Purposes and Character of Affairs
The purposes for which the
Association is organized, and the
character of affairs which the
Association initially intends to actually
conduct in Arizona, are:
(a) to be and constitute the
Association to which reference is
made in the Declaration, to perform all
obligations and duties of the
Association, and to exercise all rights
and powers of the Association, as
specified therein, in the Bylaws of the
Association, as such Bylaws may be
amended from time to time (the
"Bylaws"), and as provided by law;
(b) to serve as the governing body for
all of the Owners of Lots for the
protection, improvement, alteration,
maintenance, repair, replacement,
administration and operation of the
Covered Property, the assessment for
the payment of expenses, payment of
losses, disposition of casualty
insurance proceeds and other matters
as provided in the Governing
Documents or otherwise necessary or
appropriate to the proper functioning
of the Association and the Covered
Property; and
(c) the transaction of any or all lawful
business for which nonprofit
corporations may be incorporated
under the laws of the State of Arizona,
as they may be amended from time to
time.

ARTICLE IV

Powers
The Association shall have all of the
common law and statutory powers
conferred upon nonprofit corporations
under Arizona law and all of the
powers necessary or desirable to
perform the obligations and duties and
to exercise the rights and powers set
out in these Articles of Incorporation
("Articles"), the Bylaws, or the
Declaration, including, without
limitation, the power:
(a) to fix, collect, and enforce
payment, by any lawful means, of

assessments and other charges as
set forth in the Declaration;
(b) to manage, control, operate,
maintain, repair, and improve property
subject to the Declaration and any
other property for which the
Association by rule, regulation,
covenant, or contract has a right or
duty to provide such services;
(c) to enforce covenants, conditions,
or restrictions affecting any property to
the extent the Association may be
authorized to do so under the
Declaration or Bylaws;
(d) to engage in activities which will
actively foster, promote, and advance
the common interests of all Owners of
Lots subject to the Declaration;
(e) to buy or otherwise acquire, sell,
dedicate for public use, or otherwise
dispose of, mortgage, or otherwise
encumber, exchange, lease, own,
hold, use, operate, and otherwise deal
in and with real, personal, and mixed
property of all kinds and any right or
interest therein for any purpose of the
Association, subject to such
limitations as may be set forth in the
Declaration or Bylaws;
(f) to borrow money for any purpose,
subject to such limitations as may be
contained in the Declaration or
Bylaws;
(g) to enter into, make, perform, or
enforce contracts of every kind and
description, and to do all other acts
necessary, appropriate, or advisable
in carrying out any purpose of the
Association, with or in association with
any other association, corporation, or
other entity or agency, public or
private;
(h) to act as agent, trustee, or other
representative of other corporations,
firms, or individuals, and as such to
advance the business or ownership
interests in such corporations, firms,
or individuals; and
(i) to adopt, alter, and amend or
repeal the Bylaws as may be
necessary or desirable for the proper
management of the affairs of the
Association; provided, however, that
the Bylaws may not be inconsistent
with or contrary to any provisions of
the Declaration or the Articles.
The foregoing enumeration of powers
shall not limit or restrict in any manner
the exercise of other rights and
powers which may now or hereafter
be permitted by law. The powers
specified in each of the paragraphs of
this Article are independent powers,
not to be restricted by reference to or
inference from the terms of any other
paragraph of this Article.

ARTICLE V

Directors
A Board of Directors of the
Association (the "Board") shall
conduct, manage, and control the
Association. The initial Board shall
consist of three directors. The names
and addresses of the members of the
initial Board, who shall hold office until
their successors are elected and
qualified, or until removed, are as
follows:
Jared Evenson
19820 N. 7th Ave., Ste 115
Phoenix, AZ 85027
Brian Mings

AFFIDAVIT OF PUBLICATION

Reference #:

Notice Type: AI - ARTICLES OF INCORPORATION

Ad Description: TERRAMAR COVE COMMUNITY ASSOCIATION
20785358

I, Heather Clayton, 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 (also publishing for Pima County), State of Arizona. The copy
hereto attached is a true copy of the advertisement as published on the
following dates:

04/15/2016, 04/18/2016, 04/20/2016

State Of Arizona)
Jss.
County Of Maricopa)

Subscribed and sworn to before me on the 15th day of April, 2016



CATHY L FISHER
Notary Public - Arizona
Maricopa County
Expires 07/31/2016



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19820 N. 7th Ave., Ste 115
Phoenix, AZ 85027
Jill Ebding

19820 N. 7th Ave., Ste 115
Phoenix, AZ 85027

Directors shall be elected to the Board pursuant to the procedures set forth in the Bylaws. The number and terms of the directors and the qualifications for and rights of the directors shall be as set forth in the Bylaws.

ARTICLE VI Statutory Agent

The Association hereby appoints Corporation Service Company, a Delaware corporation, whose address is 2338 W. Royal Palm Road, Suite J, Phoenix, Arizona 85021, 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 may, at any time, appoint another agent for such purpose and the filing of such appointment shall revoke this or any other previous appointment of such agent.

ARTICLE VII

Known Place of Business

The street address of the known place of business of the Association is 19820 N. 7th Ave., Ste 115, Phoenix, AZ 85027.

ARTICLE VIII

Incorporator

The name of the incorporator of the Association is Brian Mings, and such incorporator's address is 19820 N. 7th Ave., Ste 115, Phoenix, AZ 85027.

ARTICLE IX

Members and Voting Rights

The provisions of the Declaration and the Bylaws pertaining to membership, classes of Members and voting rights of Members are incorporated in these Articles by reference. Without in any way limiting the foregoing statement, the Association shall have two (2) classes of Members, Class A Members and Class B Members. The Class B Members shall consist of the Declarant. The Class A Members shall consist of all other Owners of Lots, except the Class B Member, if any. The Class B membership shall convert to Class A membership at such time and under such terms as more specifically set forth 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 Owner's membership is attributable. Change of membership in the Association shall be established by recording a deed or other instrument establishing record title to real property subject to the Declaration. Upon such recordation, the Owner designated by such instrument shall become a Member of the Association and the membership of the prior Owner shall be terminated. The share of a Member in the privileges, rights, and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of its Lot.

ARTICLE X

Dissolution

The Association may be dissolved only upon a resolution duly adopted by the Board and the affirmative vote of Class A Members and consent of the Class B Member, if any. 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 Association 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

Indemnification; Insurance

The Association shall indemnify, to the maximum extent from time to time permitted by Arizona law, as the same exists or may hereafter be amended, any person who incurs liability or expense by reason of such person acting as an officer or director of the Corporation. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

The Association may indemnify a Board-appointed committee member under the same circumstances under which a director of the Corporation may or shall be indemnified under Arizona law.

No amendment or repeal of the provisions of this Article that adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those actions or omissions that occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer or Board-appointed committee member of the Association, or was serving at the request of the Association as a director or officer, against any liability or expense asserted against or incurred by such person in any such capacity or arising out of such person's status as such whether or not the Association would have had the power to indemnify such person against such liability or expense under this Article.

ARTICLE XII

Limitation of Liability

To the fullest extent permitted by Arizona law, as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its Members for monetary damages for any action taken or any failure to take any action as a director.

No amendment or repeal of the provisions of this Article that adversely affects the right of a director of the Corporation under this Article shall apply to such person with respect to those actions or omissions that occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or

was made with the written consent of such person.

The provisions of this Article shall not be deemed to limit or preclude indemnification of a director by the Corporation for any liability of a director which has not been eliminated by the provisions of this Article.

ARTICLE XIII

Dispute Resolution

The Association and its Members are subject to the dispute resolution sections of the Declaration. 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

Amendments

In addition to specific rights to amend or approve amendments granted elsewhere in the Declaration, until termination of the Declarant Control Period, Declarant may amend these Articles of Incorporation for any purpose, and without the consent or approval of any Owners or Members, or any other Person. After termination of the Declarant Control Period, Declarant may of its own volition, and without the consent or approval of any Owners or Members, or any other Person, amend these Articles for the following purposes: (a) to bring any provision hereof into compliance with applicable laws; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to satisfy the requirements of any governmental agency; (d) to enable any governmental agency or reputable private insurance company to guarantee or insure Mortgage loans on the Lots; or (e) to correct any error or ambiguity or to further the intent or purposes hereof by expanding upon the existing provisions hereof. Any amendment during such time as Declarant is a Class B Member or a Class A Member of the Association shall require the written approval of the Declarant. Further, so long as Declarant owns any land from within the Covered Property, Declarant may, without any other consent or approval, amend these Articles to clarify the application of the provisions hereof to any land which may be annexed, or for any other reasonable purpose in connection with any land which may be annexed.

Subject to the provisions of the Declaration requiring Declarant's consent to an amendment, these Articles may be amended only by the affirmative vote or written consent, or any combination thereof, of 67% of the Class A Member votes, and consented to in writing by Declarant, if such amendment is to be effective prior to the expiration of the Declarant Control Period.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 21st day of March, 2016.

/s/Brian Mings, Incorporator
4/15, 4/18, 4/20/16

RR-2869073#