

**ARTICLES OF INCORPORATION
OF
WARE FARMS 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 Ware Farms 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. The Association shall exist in perpetuity, unless dissolved in accordance with Article X hereof.

**ARTICLE II
Definitions and Conflicts**

All capitalized terms used herein which are not defined shall have the same meanings as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Ware Farms (as may be amended from time to time, the "Declaration"). In the event of any conflict among the Community Documents (including, without limitation, these Articles, the Bylaws, and the Declaration), the Declaration shall control. In the event of any conflict between these Articles and the Bylaws, these Articles shall control.

**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 may be amended from time to time, the "Bylaws"), and as provided by law;
- (b) to foster and promote the common good and general welfare of the Project, the Owners, Residents, Lessees, and the surrounding community;
- (c) 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 Project, the assessment for the payment of expenses, payment of losses, disposition of casualty insurance proceeds and other matters as provided in the Community Documents or otherwise necessary or appropriate to the proper functioning of the Association and the Project; and

(d) 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 (these "Articles"), the Bylaws, the Declaration, or the Association Rules and the Design Guidelines, 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 the 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 cooperative agreements and expend funds for facilities, services and activities which benefit the Project and the surrounding community, and to terminate contracts with other entities to provide such services and facilities, and to assign to a third-party service provider the right to bill Owners directly and to pursue all legal or equitable remedies otherwise available to the Association for the collection of such bills;

(h) 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;

(i) to create profit or nonprofit subsidiaries which may be tax-exempt organizations and delegate to such subsidiaries portions of the powers and authority of the Association under the Community Documents;

(j) to organize, fund and administer community-building activities, services and programs as the Association deems necessary, desirable or appropriate, and to modify or cancel such existing activities, services, and programs in the Association's discretion;

(k) to engage in activities to benefit persons other than Owners, Lessees and Residents and may operate, manage and maintain property not owned by the Association (including, without limitation, property dedicated to public use) if the Association determines in its discretion that such action confers some benefit upon the Project;

(l) to oversee any action taken or proposed by a Neighborhood Association, veto any action or description of a Neighborhood Association that the Association determines to be contrary to the general scheme of development for the Project, take action against or require that specific action be taken by, a Neighborhood Association, and to enforce the terms of any Neighborhood Declaration;

(m) to adopt, amend and repeal rules and regulations, including but not limited to the Association Rules and the Design Guidelines, pertaining to any of the following: (i) the management, operation and use of the Areas of Association Responsibility including, but not limited to, any recreational facilities situated upon the Areas of Association Responsibility; and (ii) minimum standards for the Maintenance of the Lots;

(n) to dedicate, convey, lease, grant easements over, or otherwise encumber parts of the Common Area for such purposes as the Board determines for the benefit of the Project or as may be required by a government authority, or as otherwise set forth in the Declaration;

(o) 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

(p) 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 these 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 IV are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of this Article IV.

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 (3) 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:

Jason Weber
c/o Tri Pointe Homes Arizona 91, LLC
15279 North Scottsdale Road, Suite 300
Scottsdale, AZ 85254

Alison Sanchez
c/o Tri Pointe Homes Arizona 91, LLC
15279 North Scottsdale Road, Suite 300
Scottsdale, AZ 85254

Phillip Turner
c/o Tri Pointe Homes Arizona 91, LLC
15279 North Scottsdale Road, Suite 300
Scottsdale, AZ 85254

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 Alison Sanchez c/o Tri Pointe Homes Arizona 91, LLC, whose address is 15279 North Scottsdale Road, Suite 300, Scottsdale, Arizona 85254, 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 filling 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 15279 North Scottsdale Road, Suite 300, Scottsdale, Arizona 85254.

ARTICLE VIII
Incorporator

The name of the incorporator of the Association is Jason Weber c/o Tri Pointe Homes Arizona 91, LLC, and such incorporator's address is 15279 North Scottsdale Road, Suite 300, Scottsdale, Arizona 85254.

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 forgoing statement, the Association shall have three (3) classes of Members: (i) Class A Members; (ii) Class B Members; and (iii) the Class C Member. The Class A Members shall consist of all Owners of the Lots, except for the Class B Members and the Class C Member (if any). Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Class A Member. The Class B Members shall consist of the Builders, and each Class B Member shall be entitled to three (3) votes for each Lot owned by such Class B Member. The Class C Member shall be the Declarant, until such time as neither the Declarant nor any Affiliate of the Declarant owns, or holds an option to purchase, any Lot or any part of the Additional Property, in which event the Class C Membership shall terminate. The Class C Member, if any, shall be entitled to 774 votes minus the number of votes held by the Class A and Class B Members. Each of the Owner's memberships 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 new Owner designated by such instrument shall become a Class A Member of the Association and the Class A 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, or as otherwise provided in the Declaration.

ARTICLE X
Dissolution

The Association may be dissolved only if: (a) another entity has agreed to assume, by written instrument to be recorded in the official records of Pinal County, Arizona, the operation and maintenance responsibilities of the Association under each of the Community Documents; and (b) the foregoing assumption of the Association's duties by another entity has been approved by each of (i) the Class C Member, so long as the Declarant or any Affiliate of the Declarant owns or has an option to purchase any part of the Project or any part of the Additional Property, and (ii) the Class A and Class B Members holding ninety percent (90%) or more of the of the total votes of the Class A and Class B Members, except for any votes allocated to Class A Members whose voting rights have been suspended by the Association. 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 Association. 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 Association 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 XI.

Notwithstanding anything set forth in these Articles to the contrary, no director, officer, employee, or agent of the Association or of any committee of the Association (including, without limitation, the Design Review Committee), and no other Person acting on behalf of the Association or any committee of the Association shall be personally liable to any Person for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence in the discharge of such Person's duties and responsibilities under the Community Documents, provided that such Person acted in good faith.

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 Association shall not be liable to the Association 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 Association under this Article XII 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 Association for any liability of a director which has not been eliminated by the provisions of this Article.

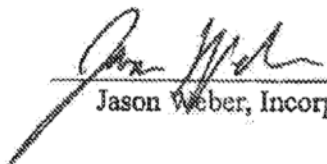
ARTICLE XIII
Dispute Resolution

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

These Articles may be amended at any time by the affirmative vote or written consent of Class A and Class B Members holding not less than sixty-seven percent (67%) of the total votes in the Association, except for any votes allocated to Owners whose voting rights have been suspended by the Association. Any amendment to these Articles approved by the Class A and Class B Members also must be approved in writing by: (i) the Declarant, as the Class C Member, provided that the Declarant or any Affiliate of the Declarant owns, or has an option to acquire, any part of the Property or Additional Property at the time the amendment is approved by the Class A and Class B Members; and (ii) by the Developers owning a majority of the Lots if the Developers own, or have an option to acquire, twenty-five (25) or more Lots at the time the amendment is approved by the Class A and Class B Members. Any amendment to these Articles approved by the Members pursuant to this Article shall be signed by the President, Vice President, or Secretary of the Association. Notwithstanding the foregoing, during the Declarant Control Period, Declarant may (with the prior written approval of a Majority of Developers) amend these Articles without the approval of any other Members if such amendment is necessary: (i) to comply with or make these Articles consistent with any applicable federal, state or local law, ordinance or regulation, whether existing at the time the Articles were approved or thereafter; or (ii) correct any error or inconsistency or resolve any ambiguity in these Articles; (iii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iv) 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; (v) to permit a land banking transaction or otherwise to allow a land banking entity that has purchased one or more Lots to selling the Lots to any Person that is regularly engaged in the business of constructing residences for the purpose of resale or lease in the ordinary course of such Person's business; or (vi) for any other purpose, provided the amendment has no material adverse effect upon any right of any other Member and is otherwise permitted by law. Unless a later effective date is provided for in the amendment, any amendment to these Articles shall be effective upon the filing of such Amendment.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation
this 14th day of March, 2022.



Jason Weber, Incorporator

CONSENT OF STATUTORY AGENT

Alison Sanchez, having been designated to act as Statutory Agent for Ware Farms Community Association hereby consents to act in that capacity until removed or its resignation is submitted.

DATED: March 14, 2022

By: 
Name: Alison Sanchez

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

CERTIFICATE OF DISCLOSURE

Read the Instructions C003!

1. ENTITY NAME - give the exact name of the corporation in Arizona:

WARE FARMS COMMUNITY ASSOCIATION

2. FELONY/JUDGMENT QUESTIONS:		
Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten percent of the issued and outstanding common shares or ten percent of any other proprietary, beneficial or membership interest in the corporation been:		
2.1	Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the five-year period immediately preceding the signing of this certificate?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.2	Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the five-year period immediately preceding the signing of this certificate?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.3	Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the five-year period immediately preceding the signing of this certificate, involving any of the following: a. The violation of fraud or registration provisions of the securities laws of that jurisdiction; b. The violation of the consumer fraud laws of that jurisdiction; c. The violation of the antitrust or restraint of trade laws of that jurisdiction?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2.4	If any of the answers to numbers 2.1, 2.2, or 2.3 are YES , you MUST complete and attach a Certificate of Disclosure Felony/Judgment Attachment form C004.	

3. BANKRUPTCY QUESTION:		
3.1	Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty percent of the issued and outstanding common shares or twenty percent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty percent interest in any other corporation (not the one filing this Certificate) on the bankruptcy or receivership of the other corporation ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3.2	If the answer to number 3.1 is YES , you MUST complete and attach a Certificate of Disclosure Bankruptcy Attachment form C005.	

IMPORTANT: If within 60 days of the delivery of this Certificate to the A.C.C. any person not included in this Certificate becomes an officer, director, trustee or person controlling or holding over ten percent of the issued and outstanding shares or ten percent of any other proprietary, beneficial or membership interest in the corporation, the corporation must submit a SUPPLEMENTAL Certificate providing information about that person, signed by all incorporators or by a duly elected and authorized officer.

SIGNATURE REQUIREMENTS:	
Initial Certificate of Disclosure:	This Certificate must be signed by all incorporators. If more space is needed, complete and attach an Incorporator Attachment form C084.
Foreign corporations:	This Certificate may be signed by a duly authorized officer or by the Chairman of the Board of Directors.
Credit Unions and Loan Companies:	This Certificate must be signed by any 2 officers or directors.

Name _____

Address 1 _____

Address 2 _____

City _____ State _____ Zip _____

Country _____

Name **Jason Weber**

Address 1 **c/o Tri Pointe Homes Arizona 91, LLC**

Address 2 **15279 North Scottsdale Road, Suite 300**

City **Scottsdale** State **AZ** Zip **85254**

Country **UNITED STATES**

SIGNATURE - see Instructions C0031:

By typing or entering my name and checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Signature _____

Printed Name _____ Date _____

REQUIRED - check only one:

- Incorporator** - I am an incorporator of the corporation submitting this Certificate.
- Officer** - I am an officer of the corporation submitting this Certificate.
- Chairman of the Board of Directors** - I am the Chairman of the Board of Directors of the corporation submitting this Certificate.
- Director** - I am a Director of the credit union or loan company submitting this Certificate.

SIGNATURE - see Instructions C0031:

By typing or entering my name and checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Signature 

Printed Name **Jason Weber** Date **03/14/2022**

REQUIRED - check only one:

- Incorporator** - I am an incorporator of the corporation submitting this Certificate.
- Officer** - I am an officer of the corporation submitting this Certificate.
- Chairman of the Board of Directors** - I am the Chairman of the Board of Directors of the corporation submitting this Certificate.
- Director** - I am a Director of the credit union or loan company submitting this Certificate.

Expedited or Same Day/Next Day services are available for an additional fee - see Instructions or Cover sheet for prices.

Filing Fee: None	Mail: Arizona Corporation Commission - Examination Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax (for Regular or Expedite Service ONLY): 602-542-4100 Fax (for Same Day/Next Day Service ONLY): 602-542-0900
All fees are nonrefundable - see Instructions.	

Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are public record and are open for public inspection. If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.