

CERTIFICATE OF DISCLOSURE

ENTITY INFORMATION

ENTITY NAME: MANDARINA COMMUNITY ASSOCIATION
ENTITY ID: 23658977
ENTITY TYPE: Domestic Nonprofit Corporation
EFFECTIVE DATE/TIME: 03/22/2024

FELONY JUDGEMENT QUESTIONS

Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten per cent of the issued and outstanding common shares or ten percent of any other proprietary, beneficial or membership interest in the corporation been:

Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? NO

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 seven-year period immediately preceding the signing of this certificate? NO

Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the signing of this certificate, involving any of the following: NO

- The violation of fraud or registration provisions of the securities laws of that jurisdiction;
- The violation of the consumer fraud laws of that jurisdiction;
- The violation of the antitrust or restraint of trade laws of that jurisdiction?

BANKRUPTCY QUESTION

Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty per cent interest in *any other corporation* (not the one filing this Certificate) on the bankruptcy or receivership *of the other corporation*? NO

SIGNATURE

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

Incorporator: KARL N. HUIISH - 03/22/2024

ARTICLES OF INCORPORATION OF MANDARINA COMMUNITY ASSOCIATION

The undersigned, has this day executed the following for the purpose of forming a corporation under the laws of the State of Arizona, and for that purpose does hereby adopt the following Articles of Incorporation.

1. Name. The name of this corporation (hereinafter “*Association*”) is “**Mandarina Community Association.**”
2. Duration. The period of duration of the Association shall be perpetual.
3. Known Place of Business and Principal Office. The principal office for the transaction of business of the Association is located at 1635 N. Greenfield Road, Suite 115, Mesa, AZ 85205.
4. Statutory Agent. The name and address of the initial Statutory Agent for the Association is:

HC Agents, LLC
Attn: Karl N. Huish
1635 N. Greenfield, Suite 115
Mesa, AZ 85205

5. Nonprofit Corporation. This Association is organized as a nonprofit corporation under the laws of the State of Arizona and this Association shall have members.
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 it is formed are to provide for the acquisition, construction, management, operation, administration, maintenance, repair, improvement, preservation and architectural control of the Common Area, and all other Areas of Association Responsibility, and to perform all of its other obligations as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Mandarin (the “*Declaration*”), as are Recorded with the Pima County Recorder, and to promote the health, safety and welfare of all 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, all according to the Declaration.

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, charges and fines and all other Collection Costs as set forth in the Declaration and Bylaws;

(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 the Common Area or any other property as may be 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 non-exclusive easements over the Common Area to any person for purposes beneficial to the Members;

(f) Borrow money and, only with the assent (by vote or written consent) of two-thirds (2/3) of each class of Members, mortgage, pledge, deed of trust or hypothecate any or all of its personal or real property as security for money borrowed or debts incurred;

(g) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any merger or consolidation shall have the assent by vote or written consent of two-thirds (2/3) of each class by Members; and

(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.) (the “*Act*”), may now or hereafter have or exercise, including all of the common law and statutory powers conferred upon nonprofit corporations under Applicable Laws and, without limitation, those enumerated under A.R.S. § 10-3302).

7. Membership Voting Rights. The number and qualifications of Members of the Association, the different classes of Membership, if any, 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.

8. Board of Directors. The affairs of this Association shall be managed by a Board of Directors consisting of not less than one (1) nor more than seven (7) Directors (the exact number and qualifications of which shall be fixed by the Bylaws, or amendments thereof, duly adopted by the Members or the Board of Directors). The number of Directors may be changed by amendment to the Bylaws. As provided in the Declaration, each Declarant and Builder (other than a Landbanker) shall have the right to appoint and remove a Director until the expiration or termination of the Declarant Control Period. The initial Board of Directors and their respective address(es) of the Person(s), who shall serve until his/her/their successors are elected or appointed according to the Bylaws, are as follows:

Hudd Hassell
1635 N. Greenfield, Suite 115
Mesa, AZ 85205

Karl N. Huish
1635 N. Greenfield, Suite 115
Mesa, AZ 85205

The Board shall adopt the initial Bylaws of the Association. The power to alter, amend or repeal the Bylaws is reserved to the Members in accordance with the Bylaws, but during the Declarant Control Period, only with the consent of Declarant and each Builder that owns or has an option to purchase a portion of the Project.

9. Elimination of Director Liability. The personal liability of a Director of the Association to the Association or its Members for money damages for any action taken or any failure to take any action as a Director is hereby eliminated to the fullest extent permitted by the Act, as it may be amended from time to time. 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. As set forth in the 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.

9. Dissolution. In the event of 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 Act. The Directors or Persons in charge of the liquidation shall dedicate the assets of the Association to an appropriate public agency to be used for purposes similar to those for which this Association was created or if such dedication is refused acceptance, then such assets may be granted, transferred or conveyed to any non-profit corporation, association, trust or other organization devoted to similar purposes. If such acts are not feasible, said Directors or other Persons in charge of the liquidation shall divide the remaining assets among the Members in accordance with their respective rights therein as set forth in the Declaration, except as otherwise required by law. Notwithstanding the foregoing, and during the Declarant Control Period, no dissolution of the Association shall be permitted without the express written approval (as evidenced in the instrument of dissolution) of the Declarant and each Builder that owns or has an option to purchase a portion of the Project.

11. Indemnification. To the fullest extent permitted by the Act and other Applicable Laws , the Association shall indemnify any individual made a party to any civil suit or criminal administrative or investigative action, by reason of the fact that he is or was a Director, officer, employee or agent of the Association against expenses, including attorney's fees, and judgments, fines and amounts paid in settlement actually and reasonable incurred by him in connection with such action to the greatest extent allowed by law. Any indemnification of the Directors, officers, employees or agents of the Association shall be governed by and made in accordance with the provisions of the Act and the foregoing indemnification and advancement of expenses is mandatory in all circumstances that the indemnification and advancement of expenses to a Director or officer of a non-profit corporation are permitted by the Act or other Applicable Laws. Any repeal or modification of this Article 11 shall be prospective only and shall not adversely affect, defeat or limit the right of any person to indemnification for any act, or failure to act, occurring prior to the effective date of such repeal or modification.

12. Amendments. These Articles may be amended by the vote or written assent of Members representing sixty-seven percent (67%) of the votes in the Association, provided however, (i) during the Declarant Control Period, no amendment to these Articles may be adopted without the express written consent of Declarant and each Builder that owns or has an option to purchase a portion of the Project, and (ii) 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. Notwithstanding the foregoing, the Declarant and Builders, without the vote or written consent of the Members, may amend these Articles in order to conform the Articles to the requirements or guidelines of the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Articles, Bylaws or other documents relative to the Association or the Project is required by Applicable Laws or requested by the Declarant, a Builder, or the Association.


13. Incorporator. The name and address of the Incorporator is:

Karl N. Huish
1635 N. Greenfield, Suite 115
Mesa, AZ 85205

14. Assessment and Fees. Each Member shall be obligated to pay Assessments and other fees and charges to the Association in accordance with the Project Documents.

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

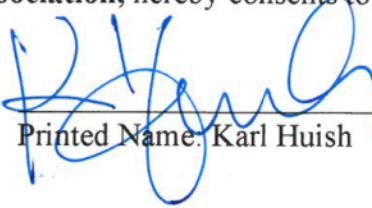
IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Arizona, we, the undersigned, as the Incorporator of this Association, has executed these Articles of Incorporation this 22nd day of March, 2024.

INCORPORATOR:

Karl N. Huish

**CONSENT TO ACT AS STATUTORY AGENT
FOR
MANDARINA COMMUNITY ASSOCIATION**

HC Agents, LLC, an Arizona limited liability company, having been designated to act as Statutory Agent for **Mandarina Community Association**, hereby consents to act in that capacity until removed or resignation is submitted.

Dated: March 22, 2024



Printed Name: Karl Huish

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

CERTIFICATE OF DISCLOSURE*Read the Instructions C003i***1. ENTITY NAME** – give the exact name of the corporation in Arizona:

MANDARINA 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.

Karl N. Huish
 Name
 1635 N. Greenfield Rd.
 Address 1
 Suite 115
 Address 2
 Mesa AZ 85205
 City State Zip
 Country UNITED STATES

Name
 Address 1
 Address 2
 City State Zip
 Country

SIGNATURE - see Instructions C003i:

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
 Karl N. Huish
 Printed Name
 3/22/2024
 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 C003i:

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.

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

Filing Fee: None All fees are nonrefundable - see Instructions.	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
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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.