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ARTICLES OF INCORPORATION
OF THE

JAN 22 2 19 PM '66

STARLIGHT PINES RANCHETTES HOMEOWNERS ASSOCIATION
OF COCONINO COUNTY

A. W. Allen
1-22-66

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ARTICLE I

Name

The name of the Association shall be STARLIGHT PINES RANCHETTES HOMEOWNERS ASSOCIATION OF COCONINO COUNTY.

ARTICLE II

Reference to Declaration

Reference is made to those certain Declaration of Covenants, Conditions and Restrictions of STARLIGHT PINES RANCHETTES, Coconino County, Arizona to be recorded in the Official Records of Coconino County, Arizona (the "Declaration"). The Declaration as amended from time to time as therein provided, is incorporated herein by reference. These Articles of Incorporation are intended to comply with the provisions set forth in the Declaration. In case any of the provisions of these Articles of Incorporation conflict with the provisions of said Declaration, and such conflict is not resolved by express language herein which refers to such conflict, the provisions of said Declaration shall control.

Terms in all capital letters which are used in these Articles of Incorporation ("Articles") and which are without definition in these Articles shall have the meanings specified for those terms in the Declaration.

ARTICLE III

Purpose

Section 1. The initial and primary Purpose of the Association is to constitute the council of homeowners and to serve as the governing body for all "Owners" of "Lots" (as defined in the Declaration) located in Starlight Pines Ranchettes, Coconino County, Arizona for the purpose of acquisition, ownership, operation, maintenance, repair, administration and management of the Association Property.

Section 2. The Association is organized for the conduct of any or all lawful affairs for which nonprofit corporations may be incorporated under the provisions of Title 10, Chapter 5, Arizona Revised Statutes as amended from time to time.

Section 3. The general nature and character of the business to be transacted by the Association shall be as follows:

(a) To, acquire, own, operate, maintain, repair, administer and manage the Association Property;

(b) To (i) accept the conveyance of property and to maintain, repair, and replace all the property which is the responsibility of the Association to maintain, repair, and replace pursuant to the Declaration; (ii) pay all taxes and assessments, if any, which may be properly levied against the Association Property; (iii) fix and levy assessments and impress liens against the individual Lots to secure the payment of all assessments and other obligations due from the Owners to the Association and to collect, foreclose, or otherwise enforce, compromise, release, satisfy, and discharge these liens and demands, and to do all other acts necessary to the filing, maintenance, and discharge of these demands and liens; (iv) take any action necessary to enforce the Declaration, these Articles, the Bylaws, and whatever rules and regulations promulgated thereunder, all as may be amended from time to time (the "Constituent Documents"); (v) do any and all lawful things and acts which the Association, at any time from time to time, shall deem in its sole discretion to be in the best interests of the Members (and to pay all costs and expenses incurred in connection with such performance); (vi) do any and all lawful things which may be advisable, proper, authorized, or permitted to be done by the Association under and by virtue of any condition, covenant, restriction, reservation, charge, or easement affecting the Association Property or any portion thereof; (vii) to do and perform any and all acts which may be necessary for or incidental to the exercise of any of the foregoing powers, or for the peace, health, comfort, safety, or general welfare of the Members; (viii) to do any and all things and exercise all rights and powers permitted to non-profit corporations under the laws of the State of Arizona (as may from time to time be amended); and, (ix) to take any action necessary to enforce the Declaration and the other Constituent Documents;

(c) Adopt and amend the Bylaws of the Association and to perform all of the powers and duties set forth in the Bylaws (provided such powers and duties are not inconsistent with these Articles); and

(d) To do and perform any and all acts and things and to transact any business, not inconsistent with law, which may be necessary, incidental, or convenient in carrying out of any of the business or purposes of the Association, including, without limitation, all acts necessary to perform all obligations and duties and exercise all rights and powers of the Association under the Constituent Documents.

ARTICLE IV

Principal Office

The principal office of the Association is at 7902 North Black Canyon Highway, Suite 100, Phoenix, Arizona 85051.

ARTICLE V

Membership

Section 1. The Association shall be a non-stock corporation and shall be controlled by its Members, and no dividends or pecuniary profits shall be paid at any time to its Members. Membership in the Association shall be limited to Owners of Lots and shall not be separated from the ownership of a Lot. No certificates of membership shall be issued, and membership shall be evidenced by an official list of said Members, which list shall be kept by the Secretary of the Association.

Section 2. The number and qualifications of Members of the Association, the different classes of memberships, if any, voting and other rights and privileges of Members, and their liability for Assessments (as defined in the Declaration) and method of collection thereof and transfer or termination of membership shall be as set forth in the Declaration.

ARTICLE VI

Board of Directors

Section 1. The business and affairs of the Association shall be conducted by a Board of Directors in accordance with the Declaration, these Articles and the Bylaws. The Board of Directors, who shall serve without compensation for their services to the Association, shall initially consist of at least three (3) Directors. The number of Directors may be subsequently increased as provided in the Bylaws. Members of the Board need not be Members of the Association. The term of a Director, other than a Director serving in his capacity as an initial Director, shall be for one (1) year from taking office.

Section 2. Until the first annual meeting of the Members to be held as provided in the Bylaws, and until their successors are elected and qualified at said time, the following three (3) persons shall constitute the initial Board of Directors of the Association:

Ronald Kohner
7902 N. Black
Canyon Hwy.
Phoenix, AZ 85057

Robert Turpin
3001 East Camelback
Suite 140
Phoenix, AZ 80016

Stephen A. Kohner
7902 N. Black
Canyon Hwy.
Phoenix, AZ 85057

Section 3. No Director of this Association shall be liable for "monetary" damages to the Association or its Members for breach of fiduciary duty as a Director; provided, however, in accordance with Arizona Revised Statutes Section 10-2342, the foregoing shall not be deemed to eliminate or limit the liability of a Director for any of the following:

(a) Any breach of the Director's duty of loyalty to the Association or its Members;

(b) Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law;

(c) A violation of Arizona Revised Statutes Section 10-2326;

(d) Any transaction from which the Director derived an improper personal benefit; or,

(e) A violation of Arizona Revised Statutes Section 10-2550;

provided, however, that the foregoing limitation of liability should not be effective with respect to any act or omission occurring prior to the filing of these Articles of Incorporation by the Arizona Corporation Commission. If the Arizona General Corporation Law hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a Director of the Association, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Arizona General Corporation Law. Any repeal or modification of this Article by the Members of the Association shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director of the Association existing at the time of such repeal or modification.

ARTICLE VII

Private Property

The Members, Directors and officers of the Association shall not be individually or personally liable for the debts or other liabilities of the Association. The private property of the Members, Directors and officers of the Association shall be forever exempt from Association debts or liabilities of any kind whatsoever; provided, however, that the foregoing shall not limit or affect the personal liability owed by a Member directly to the Association; nor shall the foregoing limit or otherwise affect the Association's recourse against a Member's property, including his lot for any indebtedness owed to the Association.

ARTICLE VIII

Interdealing

No transaction, contract or act of the Association shall be either void or voidable or in any other way affected or invalidated by reason of the fact that any officer, Director or Member of this Association, or any other corporation or other entity of which they may be an officer, director, member or shareholder, is in any way interested in such transaction, contract or act, provided the interest of such officer, Director or Member is disclosed to or known by the members of the Board of Directors of this Association. Neither shall any such officer, Director or Member be accountable or otherwise responsible to this Association for or in connection with any such action, contract or transaction or for any gains or profits realized by them by reason of the fact that they or any other corporation or other entity of which they are an officer, director, member or shareholder is interested in any such transaction, contract or act. Any such officer, Director or Member, if they are a Director, after making full disclosure of their interest, may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize or take action upon any such transaction, contract or act, and they may vote at any such meeting to authorize, adopt, ratify or approve any such transaction, contract or act to the same extent as if they or any other corporation or other entity of which they are an officer, director, member or shareholder, were not interested in such transaction, contract or act.

ARTICLE IX

Statutory Agent

Ronald L. Kohner, whose address is 7902 North Black Canyon Highway, Suite 100, Phoenix, Arizona 85057, is hereby appointed the statutory agent of the Association, to accept and acknowledge service of all necessary process or processes, in any action, suit or proceedings that may be brought against the Association in any court located in the State of Arizona, and for all purposes required by law. The Board of Directors of the Association may revoke this appointment of agent at any time and shall have the power to fill any vacancy in such position.

ARTICLE X

Amendments

These Articles may be amended in accordance with the specific provisions of the Declaration relating to the amendment of these Articles.

ARTICLE XI

Names and Addresses of Incorporators

The names, post office addresses, and residences of the incorporators of the Association are as follows:

Ronald L. Kohner
7902 N. Black
Canyon Hwy.
Phoenix, AZ 85057

Stephen A. Kohner
7902 N. Black
Canyon Hwy.
Phoenix, AZ 85057

IN WITNESS WHEREOF, we have hereunto set our hands this 2nd day of January, 1996.

Ronald L. Kohner
Incorporator

Stephen A. Kohner
Incorporator

STATE OF ARIZONA)
) ss.
County of Maricopa)

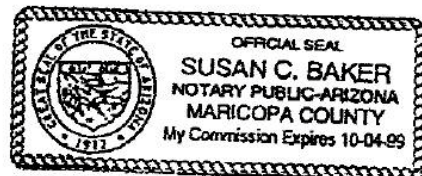
On this, the 2nd day of January, 1996, before me, the undersigned Notary Public, personally appeared STEPHEN KOHNER known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan C. Baker
NOTARY PUBLIC

My Commission Expires:

October 4, 1999



STATE OF ARIZONA)
)
County of Maricopa) ss.

On this, the 2nd day of January, 1996, before me, the undersigned Notary Public, personally appeared RONALD L. KOHNER known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan C. Baker
NOTARY PUBLIC

My Commission Expires:

October 4, 1999



