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ARTICLES OF INCORPORATION
OF

RIVERBEND HOMEOWNERS ASSOCIATION

(an Arizona nonprofit corporation)

The undersigned incorporator hereby adopts the following Articles of Incorporation (the "Articles"), effective as of May 20, 2004, for the purpose of forming a nonprofit corporation under the laws of the State of Arizona, including A.R.S. Section 10-3101, *et seq.*, dealing with nonprofit corporations, as amended from time to time (the "Nonprofit Corporation Act").

1. Name. The name of the nonprofit corporation is RIVERBEND HOMEOWNERS ASSOCIATION (the "Association").

2. Character of Affairs. The character of affairs that the Association initially intends to conduct is to act as a property owners association and to perform all things and exercise all the powers and rights of a corporation that are lawful and consistent with the foregoing purposes and the nonprofit character of the Association. Without limiting the generality of the foregoing, the Association is organized to manage, maintain and administer the Common Area and common facilities, to collect and disburse assessments lawfully charged against the Owners of the Lots subject to assessment, and to perform or exercise all duties of, and to administer and enforce, the Declaration of Covenants, Conditions, Restrictions and Easements for Riverbend (the "Declaration"), to be recorded in the official records of Maricopa County, Arizona.

3. Board of Directors. The board of directors (the "Board") shall consist of three members, subject to increase as provided in the Association's bylaws (the "Bylaws"). The initial directors and their addresses are:

Scott W. Smith
3850 East Baseline Rd, Suite 107
Mesa, Arizona 85206

Shelly Hendricks
3850 East Baseline Rd, Suite 107
Mesa, Arizona 85206

Jim Gifford
3850 East Baseline Rd, Suite 107
Mesa, Arizona 85206

4. Statutory Agent. The name and address of the Association's initial statutory agent are:

Scott W. Smith
3850 East Baseline Road, Suite 107
Mesa, Arizona 85206

5. Known Place of Business. The street address of the known place of business of the Association is the same as the address of the initial statutory agent.

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

Scott W. Smith
3850 East Baseline Road, Suite 107
Mesa, Arizona 85206

All powers, duties and responsibilities of the incorporators shall cease as of the date of delivery of these Articles to the Arizona Corporation Commission for filing.

7. Officers. The initial officers of the Association shall consist of a president, vice-president, secretary and treasurer. The Board shall appoint the officers of the Association.

8. Members. The Association will have Members. The Members of the Association shall consist of the Owners of Lots that are subject to assessment. Member's rights and obligations of Membership in the Association shall be specifically defined by the Declaration and/or the Bylaws. Membership is appurtenant to, and inseparable from, ownership of a Lot.

9. Liability of Directors. A director of this Association shall not be personally liable to the Association or its Members for monetary damages for breach of fiduciary duty. This article shall not eliminate or limit the liability of a director for any conduct described in clauses (a) through (d) of A.R.S. Section 10-3202(B)(1). If the Nonprofit Corporation Act is amended to authorize further elimination or limitation of the liability of a director, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Nonprofit Corporation Act as so amended. Any repeal or modification of this article shall not increase the liability of a director of the Association arising out of acts or omissions occurring before the repeal or modification becomes effective.

10. Indemnification. The power of indemnification under the Arizona Revised Statutes shall not be denied or limited by the Bylaws. The Association shall indemnify each of its directors, officers, employees and agents to the fullest extent permissible: (a) under the provisions of the Arizona Nonprofit Corporation Act, including, without limitation, Title 10, Chapter 31, Article 5 of the Arizona Revised Statutes; (b) under indemnification provisions of successor or amended statutes; (c) as provided in the Declaration and/or the Bylaws; or (d) by any agreement adopted pursuant to the provisions of Title 10, Chapter 31, Article 5 of the Arizona Revised Statutes. The private property of the members, directors and officers of the Association shall be exempt from all Association debts, obligations and liabilities of whatsoever kind and nature.

11. Distribution of Income. No part of the income or profit of the Association shall inure to the benefit of, or be distributable to its members, directors, officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation to its Members, directors or officers for services rendered and to make payments and distributions in furtherance of the purposes and business set forth in these Articles. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in or intervene in any political campaign on behalf of any candidate for public office, including, without limitation, the publishing or distribution of statements. Use of funds for acquisition, construction, management or maintenance of association property or rebates to Members of excess assessments or fees shall not constitute an inurement of net earnings.

12. Dissolution. Upon dissolution or final liquidation of the Association, the Board of Directors shall, after paying or making provision for payment in full of all debts and obligations of the Association of whatsoever kind and nature, dispose of all of the Association's assets exclusively for the purpose of the Association by dedicating such assets to a public body or conveying such assets to a nonprofit organization, upon such terms and conditions and in such amounts and proportions as the Board of Directors may impose and determine in accordance with applicable law. Any such assets not disposed of shall be disposed of by the Superior Court of the county in which the principal office of the Association is then located, exclusively for such purpose or to such organization or organizations, as such Court shall determine, which are organized and operated exclusively for such purpose.

13. FHA/VA Approval. If any First Mortgage insured by the FHA, or guaranteed by the VA, is legitimately recorded against any Lot at the time of the following described actions, and to the extent that it is required by any regulation governing FHA/VA mortgages, as long as there is a Class B Membership, the following actions will require the prior approval of the FHA or the VA: (a) annexation of Additional Property; (b) mergers and consolidations; (c) mortgaging of Common Area, and (d) dissolution and amendment of these Articles.

14. Conflict. If there is any conflict between these Articles or the Bylaws and the Declaration, the Declaration shall prevail and control. If there is any conflict between these Articles and the Bylaws, these Articles shall prevail and control. These Articles shall not be amended or otherwise changed or interpreted, for any reason, so as to be inconsistent with the Declaration.

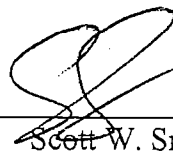
15. Amendments. Subject to any additional limitations imposed by the Declaration, these Articles and the Bylaws may only be amended in the following manner. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either a regular or a special meeting, and if approved by (either personally or by valid proxy): (a) in the case of an amendment to these Articles, two-thirds (2/3rds) of the Members in the Association, or (b) in the case of an amendment to the Bylaws, a majority of the voting power in the Association (including votes otherwise eligible to be cast but not represented personally or by valid proxy at such meeting), such amendment shall have been adopted, provided, however, that a copy of any such proposed amendment or a summary of the changes to be effected shall

have been given to each Member in good standing not fewer than ten (10) days, but no more than sixty (60) days, prior to said meeting of the Members. Any number of amendments may be submitted and voted upon at any one meeting. The Articles shall not be amended so as to change the Association from a nonprofit corporation dedicated to the purposes above stated and qualified for exemption under the Internal Revenue Code and the analogous laws of the State of Arizona.

16. Defined Terms. Except as otherwise defined in these Articles, all capitalized terms shall have the meanings given them in the Declaration.

DATED: may 20, 2004.

INCORPORATOR:

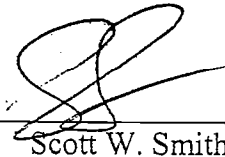


Scott W. Smith

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

Scott W. Smith, having been designated to act as Statutory Agent for RIVERBEND HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation, hereby consents to act in that capacity until removed or his resignation is submitted in accordance with the Arizona Revised Statutes.

DATE: May 20, 2004



Scott W. Smith

Address:

3850 East Baseline Road, Suite 107
Mesa, Arizona 85206