

EXPEDITED
AZ CORP COMMISSION
FILED

0948867-6

MAY 10 9 56 AM '00

ARTICLES OF INCORPORATION
OF
RIGHT PLACE ON 43RD
CONDOMINIUM ASSOCIATION

APPR RAND NATHAN
DATE APR 05-10-00
TERM _____
DATE _____

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for the purpose of forming a non-profit corporation under the laws of the State of Arizona, does hereby adopt the following Articles of Incorporation. All initially capitalized terms used herein without definition shall have the meanings set forth for such terms in the Declaration or the Condominium Act, as applicable.

1. Name. The name of this corporation (hereinafter "Association") is Right Place on 43rd Condominium Association.

2. Duration. The period of duration of the Association shall be perpetual.

3. Principal Place of Business. The initial known place of business and principal office for the transaction of business of the Association is located at 1502 W. Osborn Rd., Ste. 3, Phoenix, Arizona 85015.

4. Statutory Agent. The name and address of the Association's initial Statutory Agent, a bona fide resident of the State of Arizona, are:

Phyllis H. Parise
12239 S. 35th St.
Phoenix, Arizona 85044

5. Nonprofit corporation. This Association is organized as a nonprofit corporation under the laws of the State of Arizona.

6. Purpose and Powers. This Association does not contemplate the distribution of gains, profits or dividends to its Members. The primary purposes for which it is formed are to provide for the management, operation, administration, maintenance, repair, improvement, preservation and architectural control of the Common Elements and all other areas for which the Association has such responsibility within that certain Condominium, which is more particularly described in that certain Declaration of Condominium and of Covenants, Conditions and Restrictions (the "Declaration") which was recorded on the 2nd day of May, 2000, at Instrument No. 00 0331898 in the Official Records of the Maricopa County, Arizona Recorder, and to promote the health, safety and welfare of all of the residents within the above-described Condominium.

In furtherance of said purposes, this Association shall, *inter alia*, have the powers to:

a. Perform all of the duties and obligations of the Association as set forth in the Declaration;

a. Perform all of the duties and obligations of the Association as set forth in the Declaration;

b. Fix, levy, collect and enforce Assessments, late charges, monetary penalties, fines, fees or other charges as set forth in the Declaration;

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 any property 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 (but Common Elements are owned by Unit Owners as provided in the Declaration);

e. Borrow money and, only with the assent (by vote or written consent) of two-thirds (2/3) of the Members other than Declarant, and with the consent of Declarant during the Period of Declarant Control, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property (not including the Common Elements owned by the Unit Owners in their allocated undivided interests) as security for money borrowed or debts incurred;

f. Grant easements over the Common Elements to any public agency, authority or utility company consistent with the provisions of Article 3 of the Declaration;

g. Convey the Common Elements or subject the same to a mortgage or other security interest, further subject to the provisions of the Declaration and the Condominium Act.

h. Participate in mergers and consolidations with other nonprofit corporations organized for the same purpose, provided that any merger or consolidation shall have the assent of Members as required by the Condominium Act.

i. 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.) and the Condominium Act by law may now or hereafter have or exercise.

7. Membership Voting Rights. This Association will have Members. The number and qualifications of Members of the Association, 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. Without limiting the foregoing, every person or entity who is a record owner of a fee or undivided fee interest in any Unit, including contract purchasers with right of possession of a Unit pursuant to A.R.S. §§33-741 et seq., but excluding persons or entities holding an interest merely as security for the performance of an obligation, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

8. Board of Directors. The affairs of this Association shall be managed by a Board of not less than one (1) director during the Period of Declarant Control and not less than three (3) directors thereafter and not more than seven (7) directors at any time. The exact number of directors, their qualifications and terms shall be fixed in the Bylaws duly adopted by the Members or by the Board of Directors. The number of Directors may be changed by amendment to the Bylaws. Initially, the Board shall be comprised of two (2) Directors, who shall serve until their successor(s) is/are elected or appointed according to the Bylaws, and whose names and addresses are as follows:

Earl M. Ricker
1502 W. Osborn Rd., Ste. 3
Phoenix, Arizona 85015

Robert L. Porter
1502 W. Osborn Rd., Ste. 3
Phoenix, Arizona 85015

9. Elimination of Director Liability. As set forth in the Arizona Nonprofit Corporation 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. 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.

10. 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 Arizona Nonprofit Corporation Act and Arizona law. 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 nonprofit corporation, association, trust or other organization devoted to similar purposes. If such actions 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 allocated interests as set forth in the Declaration, except as may be required by law.

11. Amendments. These Articles may be amended by Declarant during the Period of Declarant Control and by the vote or written assent of Members representing at least sixty-seven percent (67%) of the total allocated votes of the Membership in the Association after the Period of Declarant Control has expired or terminated; provided, however, 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. The Declarant or the Board may unilaterally amend these Articles to conform to the requirements and guidelines of any Agency guaranteeing, insuring or purchasing mortgage loans in the Condominium.

12. Incorporator. The incorporator of the Association and his name and address is:

Robert L. Porter
1502 W. Osborn Rd., Ste. 3
Phoenix, Arizona 85015

13. VA/FHA Approval. While Class B Membership exists, the approval of the VA or FHA, as applicable, shall be required prior to the annexation of additional real property to the Condominium, mergers and consolidations, mortgaging of Common Elements, dedication of Common Elements, dissolution or amendment of these Articles.

14. 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, the undersigned, constituting the Incorporator of this Association, has executed these Articles of Incorporation this 28th day of April, 2000.

By 
ROBERT L. PORTER

ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT
RIGHT PLACE ON 43rd CONDOMINIUM ASSOCIATION

The undersigned, having been appointed to act as statutory agent for this Arizona non-profit corporation, hereby accepts such appointment and agrees to act in that capacity until her removal or resignation is submitted in accordance with applicable provisions of the Arizona Revised Statutes.

Dated this 10th day of May, 2000.

Phyllis H. Parise
PHYLLIS H. PARISE