

Articles of Incorporation
Singletree Ranch

Order: 92K9XEPJU
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Order Date: 06-19-2019
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RECORDS COMMISSION
STATE OF AZ.
FILED

ARTICLES OF INCORPORATION

OF

SINGLETREE RANCH HOMEOWNERS ASSOCIATION, INC.

JUN 6 4 00 PM '84

Leri Lerma
6/3
166029

In compliance with the requirements of Arizona Revised Statutes §§ 10-002 et. seq., the undersigned, all of whom are residents of Arizona and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is SINGLETREE RANCH HOMEOWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 10255 North Scottsdale Road, Suite 5, Scottsdale, Arizona.

ARTICLE III

Susan G. Sendrow, whose address is 5050 North 40th Street, Suite 108, Phoenix, Arizona 85018, is hereby appointed the initial statutory agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for architectural control of the residence Lots and maintenance and preservation of Common Area within that certain tract of property described as:

Lots 1 through 6 and Tracts "A," "B," "C," and "M," Singletree Ranch, according to the plat of record in the Office of the Maricopa County Recorder, in Book 181 of Maps, page 1;

Lots 7 through 20 and Tracts "I," "L," "N," and "V," Singletree Ranch Unit Two, according to the plat of record in the Office of the Maricopa County Recorder, in Book 192 of Maps, page 25;

Lots 21 through 39 and Tracts "G," "H," "J," "K," "P," "T," "U," and "X," Singletrees ranch Unit Three, according to the plat

of record in the Office the Maricopa County Recorder, in Book 203 of Maps, page 32;

That portion of Tract "W" of Singletree Ranch Unit Three more particularly described as:

Commencing at the East quarter corner of said Section 29 from which the Center East sixteenth corner of said Section 29 bears N. 89°41'28" W., thence N. 89°41'28" W., a distance of 554.12 feet; thence N. 00°18'32" E., a distance of 542.44 feet to the TRUE POINT OF BEGINNING; thence N. 36°56'32" W., a distance of 252.17 feet to a point on a curve having a central angle of 01°28'40" and whose radius point bears S. 54°56'55" W., a distance of 2,705.00 feet; thence along the arc of said curve, a distance of 69.77 feet to the point of tangency of said curve; thence N. 36°31'45" W., a distance of 403.37 feet; thence N. 89°49'54" W., a distance of 185.64 feet; thence N. 36°31'45" W., a distance of 250.00 feet to the Northwest corner of the Southeast quarter of the Northeast quarter of said Section 29; thence S. 89°49'54" E., along the North line of the Southeast quarter of the Northeast quarter of said Section 29, a distance of 210.58 feet; thence S. 36°31'45" E., a distance of 633.46 feet to the point of curvature of a curve having a central angle of 06°47'04" and whose radius point bears S. 53°28'15" W., a distance of 2,725.00 feet; thence along the arc of said curve a distance of 322.67 feet to the TRUE POINT OF BEGINNING;

and to promote the health, safety and welfare 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 to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the following documents, applicable to the property and recorded or to be recorded in the Office of the Maricopa County Recorder and as the same may be amended from time to time as therein provided: that certain Declaration of Covenants, Conditions, and Restrictions for Singletree Ranch recorded in Docket 11411, Pages 280 through 287, inclusive, in the Official Records of Maricopa County, Arizona; that certain Declaration of Covenants, Conditions, and Restrictions for Singletree Ranch Unit Two, recorded in Docket 12418, Pages 464 through 468, inclusive, in the Official Records of Maricopa County, Arizona, together with

the Addendum thereto recorded in Docket 13435, Pages 1266 through 1267, inclusive, in the Official Records of Maricopa County, Arizona, the Amendment thereto recorded in Docket 13619, Pages 672 through 676, inclusive, in the Official Records of Maricopa County, Arizona, the Amendment thereto recorded in Docket 14089, Pages 138 through 140, inclusive, in the Official Records of Maricopa County, Arizona, the Amendment thereto recorded in Docket 15425, Pages 1057 through 1060, inclusive, in the Official Records of Maricopa County, Arizona and the Amendment thereto recorded at Recorders No. 83-105724 Official Records of Maricopa County, Arizona; and that certain Declaration of Covenants, Conditions, and Restrictions for Singletree Ranch Unit Three, recorded in Docket 13204, Pages 1339 through 1343, inclusive, in the Official Records of Maricopa County Arizona, together with the Addendum thereto recorded in Docket 13435, Pages 1266 through 1267, inclusive, in the Official Records of Maricopa County, Arizona, the Amendment thereto recorded in Docket 13619, pages 677 through 681, inclusive, in the Official Records of Maricopa County, Arizona, the Amendment thereto recorded in Docket 14089, Pages 141 through 143, inclusive, in the Official Records of Maricopa County, Arizona, and the Amendment thereto recorded in Docket 15425, Pages 1061 through 1064, inclusive, in the Official Records of Maricopa County, Arizona (all of which are hereinafter sometimes referred to as the "Declarations"). All of the above-referenced Declarations, as they may be amended or supplemented from time to time, are hereby incorporated herein by reference;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declarations; to pay all expenses or assessments pursuant to the terms of the Declarations; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or

governmental charges levied or imposed against the property of the Association;

(c) 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;

(d) borrow money, and with the assent of two-thirds (2/3) of the members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members as set forth in the Declarations;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, as provided in the Declarations;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Arizona by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

Members of the Association shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association but shall not exceed seven (7). The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Timothy Thomson	1846 East Camelback Road Phoenix, Arizona 85016
Gary Nelson	6511 East Corrinne Drive Scottsdale, Arizona 85254
Lloyd Miller	P. O. Box 868 McPherson, Kansas 67460

At each annual meeting the members shall elect three (3) directors for a term of one (1) year.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association 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, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

* DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of fifty-one percent (51%) of the entire membership.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Arizona, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 30th day of May, 1984.

Timothy Thompson
Timothy Thompson

Gary Nelson
Gary Nelson

STATE OF ARIZONA)
: ss.
County of Maricopa)

On this the 30th day of May, 1984, before me, the undersigned Notary Public, personally appeared Timothy Thompson, incorporator, known to me to be the person whose name is subscribed to the foregoing 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.

Maulon S. Wiley
Notary Public

My Commission Expires:

May 31, 1985

STATE OF ARIZONA)
 : ss.
County of Maricopa)

On this the 30th day of May, 1984, before me, the undersigned Notary Public, personally appeared Gary Nelson, incorporator, known to me to be the person whose name is subscribed to the foregoing 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.

Marilyn S. Wiley
Notary Public

My Commission Expires:

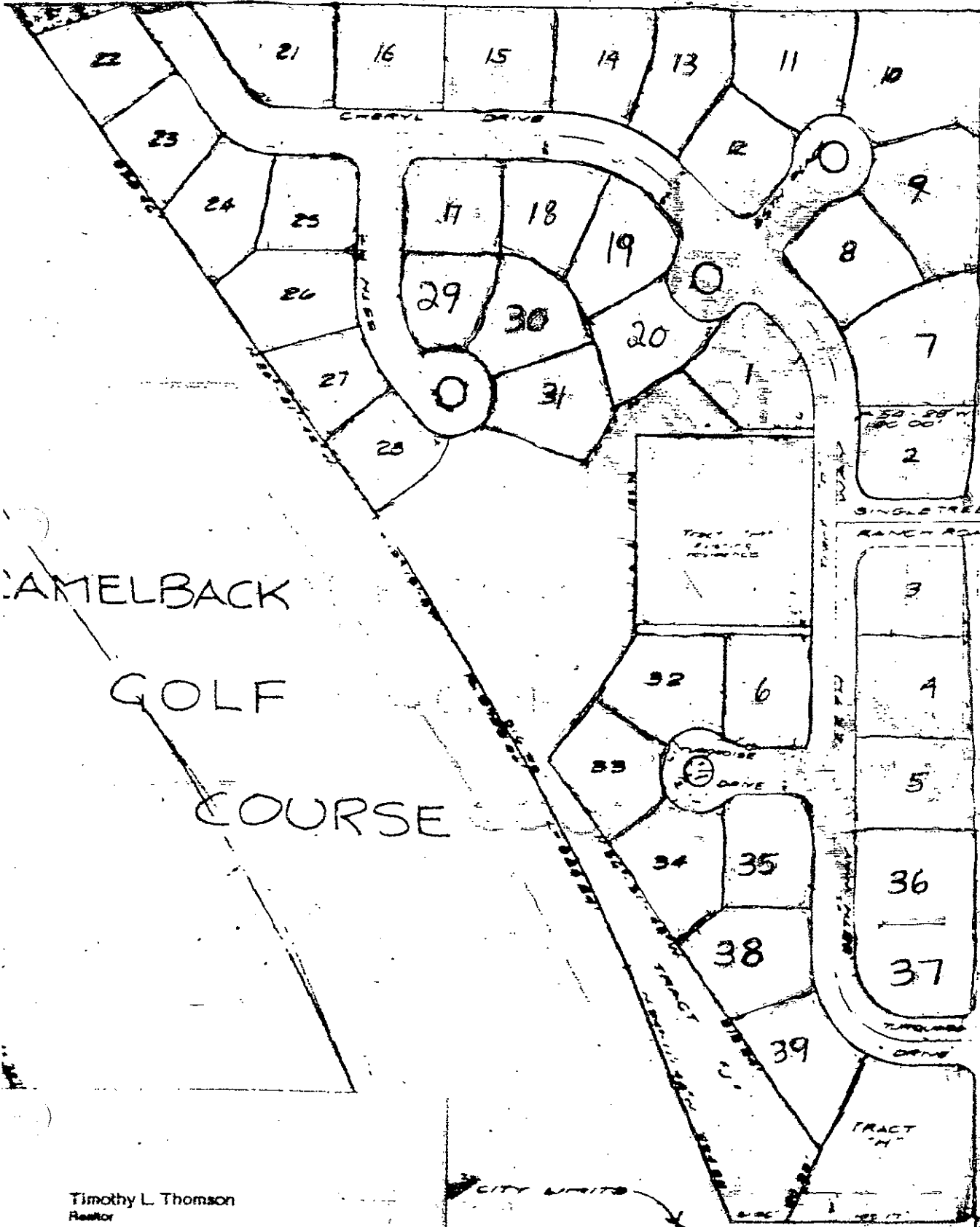
May 31, 1985

I, Susan G. Sendrow, have been designated to act as Statutory Agent and hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Susan G. Sendrow
Susan G. Sendrow
5050 North 40th Street, Suite 108
Phoenix, Arizona 85018-2199
(602) 955-6700

SINGLE TREE RANCH

BOULE
NE C
RECT
PLAN



TO SHAR OLYD ↑
56th ST

56th ST

CAMELBACK
GOLF
COURSE

Timothy L. Thomson
Realtor

RA Roth and Associates

MOUNTAIN VIEW RD