

Original

ARTICLES OF INCORPORATION
OF
FOUNTAIN OF THE SUN ASSOCIATION
(a non-profit corporation)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, hereby associate ourselves together for the purpose of forming a private corporation not for pecuniary profit under and by virtue of the laws of the State of Arizona, and for such purpose hereby adopt Articles of Incorporation as follows:

ARTICLE I

The name of the corporation (hereinafter referred to as "the Association") shall be FOUNTAIN OF THE SUN ASSOCIATION. *OK*

ARTICLE II

The Association is organized pursuant to general non-profit corporation laws of the State of Arizona.

ARTICLE III

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

Gary A. Rosenberg

3750 N. Lake Shore Drive
Chicago, Illinois 60603

Harold J. Christ

2015 East Malibu
Tempe, Arizona 85281

Bryant H. Prentice III

806 West St. James
Arlington Heights, Ill. 60605

ARTICLE IV

The Association's head office and principal place of business shall be in Maricopa County, Arizona, or at such other place or places within or without the State of Arizona as the Board of Directors shall from time to time establish.

ARTICLE V

The general nature of the business proposed to be transacted by the Association, and the purposes for which the Association is to be formed, shall be:

(a) To organize and operate a civil organization in such manner as the Board of Directors may deem best, exclusively for the promotion of the common good and social welfare of the owners and residents in Units of Fountain of the Sun, a development in Maricopa County, Arizona, consisting of the following-described subdivisions set forth on plats of record in the office of the Recorder of Maricopa County, Arizona, in the Books of Maps and at the pages set forth below:

<u>Subdivision</u>	<u>Book</u>	<u>Page</u>
Fountain of the Sun Parcel No. 1	135	31
Fountain of the Sun Parcel No. 2	138	43
Fountain of the Sun Parcel No. 3-A	138	42
Fountain of the Sun Parcel No. 7-A	138	44

together with any subdivision hereafter platted, recorded and developed by Universal Development Corporation, a Maryland corporation, or any successor thereof, as part of a common promotional plan with the property described above (if membership in the Association is provided for by a recorded Declaration of Restrictions or like instrument). The areas comprising the aforescribed existing and future parcels in said subdivision are hereinafter collectively referred to as "Fountain of the Sun."

(b) To provide for the establishment, advancement and perpetuation of any and all safeguards, projects, properties, utilities, systems and services within or without Fountain of the Sun which tend to promote the general welfare of the people of that community with regard to aesthetics, health, safety, culture, entertainment, recreation, travelways, landscaping, communication, transportation, comfort or convenience to the extent, and in any manner deemed desirable by the Board of Directors, including, but not limited to, promulgation and enforcement of rules and regulations.

(c) To exercise all the rights, powers and privileges and to perform all of the duties and obligations of the Association as contemplated in (i) the Declarations of Covenants, Conditions and Restrictions recorded in the office of the County Recorder of Maricopa County, Arizona, in the docket, at the pages and on the dates set forth below:

<u>Subdivision</u>	<u>Docket</u>	<u>Page</u>	<u>Date</u>
Fountain of the Sun		
Parcel No. 1	8513	523	2/1/71
Fountain of the Sun		
Parcel No. 2	8743	817	6/8/71
Fountain of the Sun		
Parcel No. 3-A	8743	809	6/8/71
Fountain of the Sun		
Parcel No. 7-A	8743	825	6/8/71

and such Declarations of Restrictions as may hereafter be recorded as to additional parcels includable within Fountain of the Sun as aforesaid; and (ii) the articles of incorporation and the by-laws of the Association as the same may be amended or supplemented from time to time as therein provided.

(d) To accomplish the foregoing purposes, the Association shall have and be entitled to exercise all rights and powers which a nonprofit corporation organized under the laws of the State of Arizona can be authorized to have and exercise, including, without limiting the generality of the foregoing, the following rights and powers:

(i) To affix assessments or charges to be levied against the members of the Association or their property within Fountain of the Sun, to collect and disburse

these funds and to use the proceeds therefrom for the promotion of any and all purposes in any lawful manner deemed desirable by the Board of Directors.

(ii) To impress liens against individual lots or parcels, to secure the payment of obligations due from the members of the Association to the Association and to collect, foreclose or otherwise enforce, compromise, release, satisfy and discharge said demands, and to do all other acts necessary to the filing, maintenance and discharge of said liens;

(iii) To own, convey, operate, manage and maintain or provide for the ownership, conveyance, operation, management and maintenance of any properties which from time to time may either be conveyed to or designated by the Association as common areas serving the general welfare or the comfort or convenience of the members of the Association.

(iv) To borrow money for any of the purposes of the Association from time to time to such extent as these Articles and the By-Laws of the Association permit and, from time to time, to draw, make, issue or sell its own securities in such amounts, on such terms and conditions, for such purposes and at such prices as said By-Laws of the Association permit and, to a like extent, to secure such securities by mortgage upon, or the pledge of, or the conveyance or assignment in trust of, the whole or any part of the properties, assets, business and good will of the Association then owned or thereafter acquired, and to increase or decrease, purchase, acquire, hold, dispose of and transfer its own securities, all of the foregoing in such manner and to such extent as is now or hereafter permitted by the By-Laws of the Association and the laws of the State of Arizona.

(v) To buy, contract for, lease, receive donation of or in any other lawful manner take, hold, own, develop, improve, erect, manage, maintain and operate real, personal and mixed property or any equipment or facilities which might be suitable or convenient or useful in effectuating any of the purposes herein set forth; no transfer by gift, purchase, bequest, devise, sale or lease or otherwise of any property to the Association shall be received and accepted if it shall in any way jeopardize the non-profit exemption of this corporation under Section 501(c) of the Internal Revenue Code of 1954 as it may be, from time to time, amended.

(vi) To carry out all or any part of the foregoing purposes as principal, agent or otherwise, either alone or in association with any other corporations or any persons, and in any part of the world or, to such extent as a corporation organized under the laws of the State of Arizona may now or hereafter lawfully do, as a member of, or as the owner or holder of any stock of, or shares or interests in, any corporation, association, partnership, firm, trust or syndicate and, to a like extent, in connection therewith, to make, enter into and perform such contracts or deeds with any person or persons, and to do such acts and things and to exercise such powers as a natural person could lawfully make, enter into, do or exercise.

(vii) To take any action necessary to enforce the covenants, restrictions, reservations and conditions which at present or in the future affect property within Fountain of the Sun, and in addition thereto, to do any and all lawful things and acts which the Association at any time, and from time to time, shall, in its discretion, deem to be to the best interests of its members, and to pay all costs and expenses in connection therewith and in connection with any and all purposes of the Association.

ARTICLE VI

The Association shall never be operated for the purpose of carrying on a trade or business for profit and shall declare no dividends. No part of the earnings of the Association shall inure to the benefit of any member or director thereof except that reasonable compensation may be paid to employees only for services rendered to or for the Association and reasonable reimbursement for such expenses as may be incurred in furthering the purposes of the Association as herein expressed.

ARTICLE VII

Membership in the Association shall be comprised of the owners of lots within Fountain of the Sun, as aforesaid, as such lots are shown upon the latest recorded subdivision plat or plats, if membership in the Association is provided for by a recorded Declaration of Restrictions or like instrument. The owner of such a lot shall automatically be a member of the Association and shall remain a member of the Association until such time as his ownership ceases, for any reason, at which time his membership shall automatically terminate.

For purposes of this Article only, the purchaser under a contract for sale of the lot shall be deemed the owner thereof unless and until his interest therein is forfeited or transferred. In the case of property held in trust, the owner shall be deemed to be the beneficiary of such trust and not the holder of record title. Membership rights shall exist as aforesaid whether or not the property is subject to a mortgage, deed of trust or other security.

There shall be one membership for each lot as platted of record, and fractional membership for a fraction of such lot, regardless of the number of persons who may own an interest in such lot or fraction thereof. With regard to any lot held by a husband and wife in joint tenancy or as tenants in common, the husband shall be deemed to be the member, and shall remain such until both such husband and wife shall advise the Association in writing that the wife shall be the member,

whereupon the wife shall be deemed to be the member. With regard to any lot held by more than one person (other than a husband and wife) as joint tenants or tenants in common, the member shall be deemed to be the person among them whom all of such joint tenants or tenants in common shall notify the Association in writing, is the member, and until the Association receives such notice, none of them shall be deemed to be a member.

ARTICLE VIII

The time of commencement of this Association shall be the date of the issuance to it of a Certificate of Incorporation by the Arizona Corporation Commission, and the period of existence of the Association shall be twenty-five (25) years thereafter, with the privilege of renewal as provided by law, or such longer period (including perpetual existence) as may at any time be permitted by law.

ARTICLE IX

The business and affairs of the Association are to be conducted by a board of directors consisting of an odd number of directors, not less than three (3) nor more than seven (7), as may be provided in the By-Laws. Directors need not be members of the Association. The following persons

were elected by the incorporators at a meeting held in Phoenix, Arizona, at 10:00 o'clock A.M., on November 15, 1972, to serve as the initial Directors of the Association:

Harry W. McRoberts
Harold J. Christ
William Lea
C. Randall Bain
Bryant H. Prentice III

Hereafter, the Directors shall be elected at the regular annual meeting of members to be held at such place as the Board of Directors from time to time may determine, at 2:00 o'clock, P.M., on the third Saturday of July of each year, or if that day be a legal holiday, on the next succeeding day not a legal holiday; provided, however, that vacancies on the Board of Directors shall be filled as provided in the By-Laws.

A president, one or more vice presidents, a secretary and a treasurer shall be elected annually by the Board of Directors, any two of which offices except those of president and vice president or president and secretary may be held by the same person. The officers need not be directors or members of the Association. All such officers and those directors elected after the expiration of the terms of the original directors shall hold office for one year or until their successors are elected and qualified.

Any director may be removed by the members at any time with cause, and any officer elected or appointed by the Board of Directors may be removed by the Board of Directors at any time with or without cause, in each case in such manner as shall be provided in the By-Laws of the Association.

The Board of Directors shall adopt By-Laws for the Association and such By-Laws may be amended or repealed as provided therein.

ARTICLE X

Except for the purposes of repairing, maintaining or restoring any then existing improvement within the property described above, the Association, or any officer or the Board of Directors on its behalf, shall not contract any indebtedness or liability, direct or contingent, in excess of One Million Dollars (\$1,000,000), unless approval therefor shall have been given by two-thirds (2/3) of the votes cast at a meeting of the members duly noticed and held in conformity with the provisions of the By-Laws.

ARTICLE XI

The private property of each and every member, officer, director and incorporator of the Association, real or personal, tangible or intangible, now owned or hereafter

acquired by any of them, is and shall be forever exempt from all debts and obligations of the Association of any kind whatsoever; provided, however, that nothing provided herein shall affect the liability of property within Fountain of the Sun for payment of assessments levied by the Association.

ARTICLE XII

In the absence of fraud, no contract or other transaction between the Association and any other corporation and no act of the Association shall be in any way invalidated or otherwise affected by the fact that any one or more of the directors of the Association are pecuniarily interested in, or are directors, officers or stockholders of, such other corporation. Any director of the Association individually, or any firm or association of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that the fact that he individually or as a member of such firm or association is so interested shall be disclosed or shall have been known to the Board of Directors or a majority of the members thereof; and any director of the Association who is also a director, officer or stockholder of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors

or of any committee thereof which shall authorize any such contract or transaction but may not vote thereat to authorize any such contract or transaction. In the absence of fraud, no director shall be liable to account to the Association for any profit realized by him from or through any such contract or transaction of the Association authorized as aforesaid by reason of the fact that he or any firm or association of which he is a member, or any corporation of which he is an officer, director or stockholder, shall have been interested in any such contract or transaction. Any contract, transaction or act of the Association or of the Board of Directors or of any committee of the Board of Directors which shall be ratified by a majority of the members of the Association having voting power at any annual meeting or any special meeting called for such purpose shall, insofar as permitted by law, be as valid and as binding as though ratified by every member of the Association; provided, however, that any failure of the members to approve or ratify such contract, transaction or act, when and if submitted, shall not be deemed in any way to invalidate the same or to deprive the Association, its directors, officers or employees, of its or their right to proceed with such contract, transaction or act.

Any person made a party to any action, suit or proceeding, as an individual or a personal representative by reason of the fact that he or his predecessor in interest is or was an incorporator, director, officer or employee of the Association or of any corporation in which he served as such at the request of the Association shall be indemnified by the Association against judgments or penalties rendered or levied against any such person, and the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, provided that the Board of Directors shall determine in good faith that such person did not act, fail to act or refuse to act willfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action, suit or proceedings.

ARTICLE XIII

The Association does hereby appoint C. Randall Bain, whose address is 222 North Central Avenue, Phoenix, Arizona 85004, who has been a bona fide resident of Arizona for at least three years, its lawful agent in and for the State of Arizona for and on behalf of said Association, to accept and acknowledge service of, and upon whom may be served, process in any action or proceeding that may be brought against this

Association in any of the courts of the State of Arizona, such service of process or the acceptance thereof by said agent, endorsed thereon to have the same force and effect as if served upon an officer of the Association. This appointment may be revoked at any time by the filing of a certificate of change and the appointment of a successor agent.

ARTICLE XIV

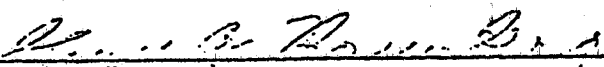
Upon termination of the existence of this Association by dissolution or otherwise, any funds or property remaining in the Association after payment and discharge of all obligations for which the Association is liable, shall be paid, transferred or conveyed, as the case may be, to such non-profit foundations, corporations, associations, societies or institutions selected by the Board of Directors from those non-profit foundations, corporations, associations, societies or institutions whose purposes are similar to those of this Association and which have qualified for a federal income tax exemption under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954, or any successor thereto, as the same may be, from time to time, amended.

ARTICLE XV

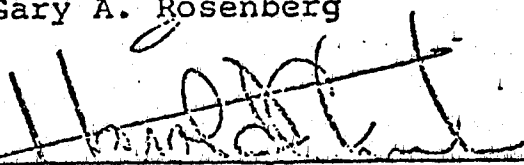
These Articles of Incorporation may be amended by the affirmative vote of two-thirds of the members whether

present, or represented by proxy, at a meeting called for the purpose.

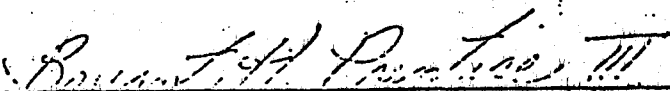
IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands this 17th day of November, 1972.



Gary A. Rosenberg



Harold G. Christ



Bryant H. Prentice, III

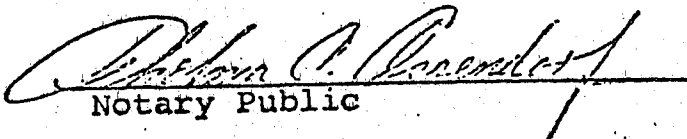
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 17 day of November, 1972, before me, the undersigned officer, personally appeared Gary A. Rosenberg, 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 hereunto set my hand and official seal.

My Commission Expires:

4-17-76


Notary Public

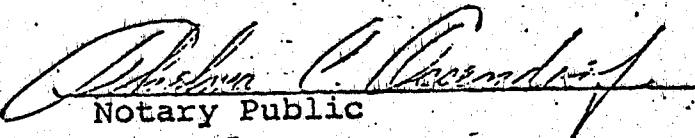
STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 17 day of Nov., 1972, before me, the undersigned officer, personally appeared Harold C. Christ, 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 hereunto set my hand and official seal.

My Commission Expires:

4-17-76


Notary Public

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 17 day of Nov., 1972, before me, the undersigned officer, personally appeared Bryant H. Prentice, III, 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 hereunto set my hand and official seal.

My Commission Expires:

4-17-76


Notary Public