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STATE OF ARIZONA

BRYAN CAVE LLP

No. 0026 P. 3/9

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DATE FILED

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BY A Moreno

ARTICLES OF INCORPORATION

OF

- 1146375-8

SOLERA AT JOHNSON RANCH COMMUNITY ASSOCIATION

In compliance with the requirements of §10-3201, et seq., Arizona Revised Statutes, as amended, the undersigned, who is a person capable of contracting, states as follows:

ARTICLE 1
NAME

The name of the corporation is Solera at Johnson Ranch Community Association. *OK CL*

ARTICLE 2
DEFINED TERMS

Capitalized terms used in these Articles without definition shall have the meanings specified for such terms in the Declaration of Covenants, Conditions and Restrictions for Solera at Johnson Ranch (the "Declaration") to be recorded hereafter in the Official Records of Pinal County Recorder, Pinal County, Arizona, as such Declaration may be amended from time to time.

ARTICLE 3
KNOWN PLACE OF BUSINESS

The known place of business of the Association shall be located at 15333 North Pima Road, Suite 300, Scottsdale, Arizona 85260.

ARTICLE 4
STATUTORY AGENT

James S. Gibson, whose address is Two North Central Avenue, Suite 2200, Phoenix, Arizona, 85004, and who has been a bona fide resident of the State of Arizona for more than three (3) years last past, is hereby appointed and designated as the initial statutory agent for the corporation.

ARTICLE 5
PURPOSE OF THE ASSOCIATION

The object and purpose for which this Association is organized is to provide for the management, maintenance and care of the Areas of Association Responsibility and other property owned by the Association or property placed under its jurisdiction and to perform all duties and exercise all rights imposed on or granted to the Association by the Governing Documents. In furtherance of, and in order to accomplish the foregoing object and purpose, the

Association may transact any or all lawful business for which corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

**ARTICLE 6
CHARACTER OF BUSINESS**

The character of the business which the Association intends to conduct in Arizona is to provide for the management, maintenance and care of the Areas of Association Responsibility and to exercise and perform such other powers and duties as are imposed on or granted to the Association by the Governing Documents.

**ARTICLE 7
MEMBERSHIP AND VOTING RIGHTS**

The Members of the Association shall be the Owners of Lots. All Owners of Lots shall be mandatory Members of the Association, and no Member shall have the right to resign as a Member of the Association. By acquiring fee title to or otherwise becoming the Owner of a Lot, a Person consents to becoming a Member of the Association. Each Owner shall have such rights, privileges and votes in the Association as are set forth in the Governing Documents. The provisions of the Declaration pertaining to the voting rights of the Members are incorporated in these Articles of Incorporation by reference.

**ARTICLE 8
BOARD OF DIRECTORS**

The number of directors constituting the initial Board of Directors shall be three (3). The names and addresses of the initial directors of the Association who shall serve until their successors are elected and qualify are as follows:

<u>Name</u>	<u>Mailing Address</u>
Randy Paul	15333 North Pima Road, Suite 300 Scottsdale, Arizona 85260
Tony Curtis	15333 North Pima Road, Suite 300 Scottsdale, Arizona 85260
Brad Schoenberg	15333 North Pima Road, Suite 300 Scottsdale, Arizona 85260

The Board shall adopt the initial Bylaws of the Association. The power to alter, amend or repeal the Bylaws is reserved to the Members except that (i) the Declarant, at any time prior to the Transition Date, may amend the Bylaws without a vote of the Members, and (ii) the Declarant, so long as the Declarant owns or has a right to purchase any Property or Additional Property, and thereafter, the Board, without a vote of the Members, may amend the Bylaws in order to conform the Bylaws to the requirements or guidelines of the Federal National Mortgage

Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, the Fair Housing Acts or any federal, state or local governmental agency whose approval of the Community, the Plat or the Governing Documents is required by law or requested by the Declarant or the Association.

**ARTICLE 9
OFFICERS**

The following persons shall be the initial officers of the Association and shall hold the positions opposite their names until their successors have been elected and qualify:

Brad Schoenberg	President
Karin Rodriguez	Vice President
Scott Harris	Secretary/Treasurer

**ARTICLE 10
LIMITATION ON LIABILITY OF DIRECTORS**

The personal liability of a director of the Association to the Association or its Members for monetary damages for breach of his fiduciary duties as a director is hereby eliminated to the extent permitted by the Arizona Nonprofit Corporation Act, as it may be amended from time to time. Any repeal or modification of this Article 10 shall be prospective only and shall not adversely affect the personal liability of a director or prior director for any act or omission occurring prior to the effective date of such repeal or modification.

**ARTICLE 11
INDEMNIFICATION**

The Association shall indemnify any Person made a party to any civil suit or criminal, administrative or investigative action, other than an action by or in the right of the Association, by reason of the fact that he is or was a Member, director, officer, employee or agent of the Association, against expenses, including attorneys' fees, and judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, if he acted, or failed to act, in good faith and he reasonably believed (i) in the case of conduct in an official capacity with the Association, that the conduct was in its best interests, (ii) in all other cases, that the conduct was at least not opposed to its best interests, and (iii) in the case of any criminal action or proceeding, that he had no reasonable cause to believe the conduct was unlawful. Any indemnification of the Members, directors, officers, employees or agents of the Association shall be governed by and made in accordance with the provisions of the Arizona Revised Statutes pertaining to nonprofit corporations. Any repeal or modification of this Article 11 shall be prospective only and shall not adversely affect, defeat or limit the right of any Person to indemnification for any act, or failure to act, occurring prior to the effective date of such repeal or modification.

**ARTICLE 12
AMENDMENTS**

These Articles may be amended by Members representing not less than seventy-five percent (75%) of the total authorized votes entitled to be cast by Members of the Association, except (i) the Declarant, at any time prior to the Transition Date, may amend these Articles without a vote of the Members, and (ii) the Declarant, so long as the Declarant owns or has a right to purchase any Property or Additional Property, and thereafter, the Board, without a vote of the Members, may amend these Articles in order to conform these Articles to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, the Fair Housing Acts or any federal, state or local governmental agency whose approval of the Community, the Plat or the Governing Documents is required by law or requested by the Declarant or the Association. So long as the Declarant owns or has a right to purchase any Property or Additional Property, any amendment to these Articles must be approved in writing by the Declarant.

**ARTICLE 13
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by Members representing not less than two-thirds (2/3) of the authorized votes in each class of Membership. 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 or assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose. So long as the Declarant owns or has a right to purchase any Property or Additional Property, any dissolution of the Association must be approved in writing by the Declarant.

**ARTICLE 14
DURATION**

The corporation shall exist perpetually.

**ARTICLE 15
ASSESSMENTS AND FEES**

Each Member shall be obligated to pay Assessments and other fees and charges to the Association in accordance with the Governing Documents.

INCORPORATOR

The name and address of the incorporator of the Association is:

Name

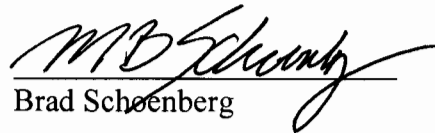
Address

Brad Schoenberg

15333 North Pima Road, Suite 300
Scottsdale, Arizona 85260

Dated this 9th day of July, 2004.

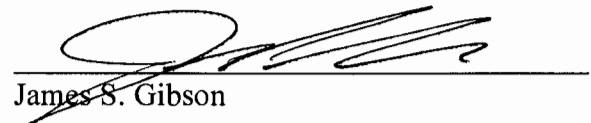
INCORPORATOR:


Brad Schoenberg

ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT

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

Dated this 9th day of July, 2004.


James S. Gibson

CONSENT OF MASTER ASSOCIATION

Pursuant to Section 5.5 of the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Johnson Ranch recorded on May 21, 1999, as Instrument No. 1999-023417, and re-Recorded on August 17, 1999, as Instrument No. 1999-037342, Official Records of Pinal County Recorder, Pinal County, Arizona, as may be amended from time to time, the Board of Directors of the Johnson Ranch Community Association, Inc., an Arizona nonprofit corporation (the "Master Board"), shall approve the governing documents of any sub-association being formed within Johnson Ranch. The Master Board hereby approves the foregoing Articles of Incorporation of Solera at Johnson Ranch Community Association.

Dated this 29 day of July, 2004

JOHNSON RANCH COMMUNITY ASSOCIATION, INC., an Arizona nonprofit corporation

By: [Signature] Curt Smith, Director

By: [Signature] Sean T. Walters, Director

By: [Signature] Jon Cannon, Director

By: _____, Director

STATE OF ARIZONA)
County of Maricopa) ss.

Acknowledged before me this 29 day of July, 2004 by Curt Smith, Sean T. Walters and Jon Cannon, the Directors of JOHNSON RANCH COMMUNITY ASSOCIATION, INC., an Arizona nonprofit corporation, on behalf of the corporation.

[Signature] Christie Petersen
OFFICIAL SEAL
CHRISTIE PETERSEN Notary Public
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Dec. 1, 2004

My Commission Expires: December 1, 2004

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

NONPROFIT
CERTIFICATE OF DISCLOSURE
A.R.S. Section 10-3202.D.

Solera at Johnson Ranch Community
EXACT CORPORATE NAME Association

- A. Has any person serving either by election or appointment as officer, director, trustee, or incorporator in the corporation:
1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
 2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
 3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
 - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes _____ No X

B. IF YES, the following information MUST be attached:

- | | |
|---|--|
| 1. Full name and prior name(s) used. | 6. Social Security number. |
| 2. Full birth name. | 7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case. |
| 3. Present home address. | |
| 4. Prior addresses (for immediate preceding 7-year period). | |
| 5. Date and location of birth. | |

- C. Has any person serving either by election or appointment as an officer, director, trustee or incorporator of the corporation, served in any such capacity or held such interest in any corporation which has been placed in bankruptcy or receivership or had its charter revoked, or administratively dissolved by any jurisdiction?

Yes _____ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

- | | |
|---|---|
| 1. Name and address of the corporation. | 4. Dates of corporate operation. |
| 2. Full name, including alias and address of each person involved. | 5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency and the file or cause number of the case. |
| 3. State(s) in which the corporation: <ol style="list-style-type: none"> (a) Was incorporated. (b) Has transacted business. | |

D. The fiscal year end adopted by the corporation is December 31

Under penalties of law, the undersigned incorporators/officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY MB Schwart DATE 7-19-04
TITLE Incorporator

BY _____ DATE _____
TITLE _____

BY _____ DATE _____
TITLE _____

BY _____ DATE _____
TITLE _____

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. (If more than four Incorporators, please attach remaining signatures on a separate sheet of paper.)

If within sixty days, any person becomes an officer, director, or trustee and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by all incorporators, or if officers have been elected, by a duly authorized officer.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0001 - Non-Profit

Rev: 9/00