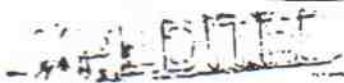


**ARTICLES OF
INCORPORATION**

FOR

**RIGGS RANCH
MEADOWS
HOMEOWNERS
ASSOCIATION**



APR 25 2000

PPR. *Debra Lewinsky*
TERM
DATE 4-25-2000

ARTICLES OF INCORPORATION
OF
RIGGS RANCH MEADOWS
HOMEOWNERS ASSOCIATION

0947847-9

In compliance with the requirements of A.R.S. 10-1001 et seq., the undersigned, both of whom are residents of Maricopa County, Arizona and both of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a non-profit corporation and do hereby certify:

ARTICLE I
NAME

The name of the corporation is "Riggs Ranch Meadows Homeowners Association" (the "Association"). *OK*

ARTICLE II
KNOWN PLACE OF BUSINESS

The address of the Association's known place of business is 5333 North 7th Street, Suite 305, Phoenix, Arizona, 85014, but other offices may be established and maintained at such other places as the Board of Directors may designate from time to time.

ARTICLE III
PURPOSE AND INITIAL BUSINESS OF THE ASSOCIATION

The initial business and primary purpose of the Association is to serve as a governing body for all of the Owners of the Lots at that certain tract of property known as Riggs Ranch Meadows (the "Property") described below, subject to that certain Declaration of Covenants, Conditions, Restrictions and Easements now or hereafter recorded in the records of the County Recorder, Maricopa County, Arizona, as, and if amended (the "Declaration"), including but not limited to the acquisition, construction, management, maintenance, preservation, and care of the Common Areas, as defined in the Declaration, and to perform such other duties as are imposed upon the Association under the Declaration. The Property is legally described as Lots 1 through 252 inclusive, and Tracts A through BB inclusive, of Riggs Ranch Meadows, more particularly described in the Plat (herein so called) for the Development, which Plat was recorded on February 10, 2000, in the records of Maricopa County, Arizona ("Records"), as Instrument number 00-0100570, Book 524, Page 18.

The Association shall not engage in any other business or activity, except as set forth in these Articles and in the Bylaws of the Association. Notwithstanding any other provisions of these Articles, the Association shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization qualifying under Section 528 or, if the Association so elects, Section 501(c)(4) of the Internal Revenue Code of 1986, as the case may be.

The Association does not contemplate pecuniary gain or profit to the members of the Association, and the members shall have no individual interest in the profits of the Association, if they are generated.

ARTICLE IV MEMBERSHIP

Each and every Owner of a Lot, in accepting a deed, entering into an agreement for sale, or displaying some other acceptable evidence of ownership interest in a Lot, shall be a member of the Association ("Member"). The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. A membership in the Association shall not be transferred, pledged or alienated in any way except by the sale of such Lot and then only to such purchaser who shall automatically become a Member of the Association after such conveyance, or by in testate succession, testamentary disposition, foreclosure of a mortgage of record, or other legal process. Memberships shall be evidenced by an official list of Owners, which list shall be kept by the Secretary of the Association. No stock shall be issued by the Association and no dividends or pecuniary profits shall be paid to its Members.

ARTICLE V VOTING RIGHTS

The Association shall have two (2) classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of Declarant (as defined in the Declaration). Each such Owner 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 such Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to a Class A Membership on a Lot-for-Lot basis on the earliest of: (a) the date upon which 75% of the Lots have been conveyed to Purchasers; or (b) Five (5) years after the conveyance of the first Lot to a Purchaser; or (c) when the Declarant notifies the Association in writing that it relinquishes its Class B membership.

Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of the Declaration for a period of fifteen (15) days, or shall be in default in the performance of any of the terms of the Declaration for a period of fifteen (15) days, said Owner's rights to vote and all other rights as a Member of the Association are and shall be suspended until said defaulting Owner's payments are brought current and all other defaults cured.

ARTICLE VI
BOARD OF DIRECTORS/ ARCHITECTURAL COMMITTEE

The affairs of the Association shall be managed by a Board composed initially of the three (3) Directors named in these Articles. The number for the Board of Directors shall thereafter be elected in accordance with the Bylaws of the Association and, after there no longer exists a Class B Membership, each Director shall be an Owner of a Lot or, if an Owner is a corporation, partnership, trust, or other legal entity, the Director may be a representative thereof.

Until the first annual meeting of the Members and until their successors are designated or elected or qualified, the following persons shall constitute the Board of Directors of the Association and shall hold the Offices set forth below:

<u>NAME</u>	<u>ADDRESS</u>
Jared Evenson, President/Board Member	5333 N. 7 th St., #305 Phoenix, AZ 85014
Joseph Hogan, Vice President/Board Member	740 S. Mill Avenue, Ste. 230 Tempe, AZ 85281
Linda Streeter, Secretary/Treasurer / Board Member	5333 N. 7 th St., #305 Phoenix, AZ 85014

The Declaration provides that the Architectural Committee for the Property shall be divided into two Subcommittees more fully set forth in the Declaration. The makeup and powers of those Subcommittees shall be as set forth in the Declaration. It is provided, however, that to the extent that, as to the Courtland Lots (as defined in the Declaration), anything in the Declaration dealing with the Courtland Subcommittee is contrary to laws, rules or regulations pertaining to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or the Federal Housing Administration, the laws, rules and/or regulations of those respective bodies (collectively, "Agency Rules") shall control as respects the Courtland Subcommittee.

The Declaration also requires Courtland to observe certain responsibilities as respects H & O (as defined in the Declaration) and those provisions of the Declaration dealing with that relationship shall control over any inconsistency in these Articles to the fullest extent permitted by the Agency Rules.

ARTICLE VII
OFFICERS

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting, and at each successive meeting of the Board of Directors following the annual meeting of the Members of the Association, or at other meetings called for such purpose, which officers shall serve at the pleasure of the Board of Directors. The officers shall consist of a President, Vice President, Secretary and Treasurer. Except for the initial officers (set out in the Bylaws) and except for so long as there is a Class B Membership, each officer shall be an Owner of a Lot or, if an Owner is a corporation, partnership, trust or other legal entity, the officer may be a representative of such Owner.

ARTICLE VIII
NO PERSONAL LIABILITY

The private property of the Members, Directors, and officers of the Association shall be forever exempt from the Association's debts and obligations, except as otherwise provided in these Articles or in the Bylaws of the Association.

ARTICLE IX
INDEMNIFICATION

The Association shall indemnify any person against expenses, including without limitation, attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred while acting within the scope of his or her authority as a Director, officer, employee or agent of the Association, or while serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, provided that the Board of Directors shall determine in good faith that such 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 matters involved in this action.

ARTICLE X
DISSOLUTION

Subject to and in accordance with the restrictions imposed within the Declaration and by the Federal Housing Administration or the Veterans Administration, the Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, no part of the remaining assets of the Association, after discharge of all corporate liabilities, shall inure to the private profit, benefit or advantage of any current or past Member, Director or officer, but the whole of such remaining assets of the Association shall be distributed exclusively to organizations which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, or to an organization then subject to and qualifying under Section 528 of the Internal Revenue Code of 1986, as the Association shall elect to be used for purposes similar to those for which the 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 XI
INCORPORATORS

The names and addresses of the Incorporators are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Alan Hamberlin	5333 N. 7 th St., Ste. 305 Phoenix, AZ 85014
Jack Magura	5333 N. 7 th St., Ste. 305 Phoenix, AZ 85014

All powers, duties and responsibilities of the Incorporators shall cease upon the filing of these Articles by the Arizona Corporation Commission.

ARTICLE XII
STATUTORY AGENT

Mariscal, Weeks, McIntyre & Friedlander, P.A., whose address is 2901 N. Central , Suite 200, Phoenix, Arizona, 85012-2705, is hereby appointed the initial registered agent of the Association. The Board of Directors may revoke the appointment of such agent at any time and shall have the power fill any vacancy.

ARTICLE XIII
DURATION

The duration of the Association shall be perpetual.

ARTICLE XIV
CONFLICT WITH DECLARATION AND OTHER

To the extent that these Articles shall be contrary to, inconsistent with, or more permissive than the provisions of the Declaration dealing with the same subject, or laws, rules, and or regulations pertaining to the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, applicable to the Association and/or the Federal Housing Administration, applicable to the Association (i.e., the Agency Rules), these Articles shall be considered superseded by the Declaration or such laws, rules and/or regulations. Without limiting the foregoing, to the extent there is anything inconsistent in the Declaration dealing with Courtland and H & O as Declarants, Courtland and H & O as Class B Members, Courtland's responsibilities to H & O as regards Courtland's control of the Class B Membership by virtue of its initial ownership of a greater number of Lots or any other item related thereto which arises out of the fact that the Declarant under the Declaration is actually two parties, any such conflicts shall be resolved in favor.

ARTICLE XV
AMENDMENTS

Subject to the provisions of Article X above, the Association may, at any regular or special meeting called for such purpose, amend, alter, or repeal any provision of these Articles by the affirmative vote of not less than two-thirds (2/3) of each Membership class then entitled to vote in person or by proxy, and upon ten (10) days prior written notice to all first mortgagees and, if required by law, after publication in a newspaper having general circulation in Maricopa County, Arizona. As long as there is a Class B Membership, any amendment to these Articles shall require the prior written approval of the Federal Housing Administration or the Veterans Administration.

ARTICLE XVI
FHA/VA APPROVALS

As long as there is a Class B Membership, the following actions shall require the prior written approval of the Federal Housing Administration or the Veterans Administration:

1. The annexation of additional properties;
2. A merger or consolidation to which the Association is a party;
3. The mortgage or dedication of all or part of the Common Area, as defined in the Declaration;
4. The dissolution of the Association; or
5. The amendment of these Articles.

ARTICLE XVII
LIMITATION OF DIRECTOR LIABILITY

A Director of the Association shall not be personally liable to the Association or its Members for monetary damages for breach of fiduciary duty as a Director, except for liability for any of the following:

1. Any breach of the Director's duty of loyalty to the Association or its Members;
2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law;
3. A violation of Arizona Revised Statutes Section 10-1026;
4. Any transaction from which the Director derived an improper personal benefit; or
5. A violation of Arizona Revised Statutes Section 10-1097.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a Director of the Association existing under these Articles with respect to any act or omission occurring prior to or at the time of such repeal or modification.

ARTICLE XVIII
PARTIAL INVALIDITY

If any provision of these Articles or the Bylaws of the Association adopted by the Board of Directors should be invalid for any reason, such invalidity shall in no way affect any other provisions, which shall remain in full force and effect.

ARTICLE XIX
ASSESSMENT


For the purpose of providing necessary funds for the carrying out of the purposes of this Association as described above and the necessary operating expenses of this Association, there shall be levied against each Lot Annual Assessments and other Assessments in the amounts and by the procedures set forth in the Bylaws and the Declaration, which Assessments shall be due, payable and enforceable in the manner set forth in the Bylaws and the Declaration, as the same may be amended from time to time.

ARTICLE XX
DEFINITIONS

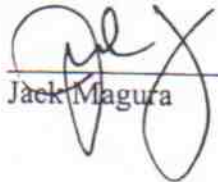
All capitalized terms not otherwise defined in these Articles shall have the meanings ascribed to them in the Declaration, unless the context clearly requires otherwise.

IN WITNESS WHEREOF, for the purpose of forming this nonprofit 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 18th day of APRIL, 2000.

INCORPORATORS:



Alan Hamberlin




Jack Magura

**ARTICLES OF INCORPORATION
OF
RIGGS RANCH MEADOWS
HOMEOWNER ASSOCIATION**

1. The undersigned has been named as the Statutory Agent of RIGGS RANCH MEADOWS HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation (the "Association").
2. The undersigned has been notified of its appointment as statutory agent of the Association and does hereby accept such appointment.

MARISCAL, WEEKS, McINTYRE
& FRIEDLANDER, P.A.

By: 
Fred C. Fathe
2901 North Central Avenue, #200
Phoenix, AZ 85012

DATED: April 25, 2000