

ARTICLES OF INCORPORATION

STARR PASS VISTAS HOMEOWNERS ASSOCIATION

ARTICLE I NAME AND PERPETUAL DURATION

The name of the corporation is STARR PASS VISTAS HOMEOWNERS ASSOCIATION, (hereinafter called the "**Corporation**"). The Corporation is a nonprofit corporation under Arizona law. The period of duration shall be perpetual.

ARTICLE II STATUTORY AGENT

Cadden Community Management, Inc., whose address is 1870 West Prince Road, Suite 47, Tucson, AZ 85705, is the statutory agent of this Corporation.

ARTICLE III ADDRESS OF THE CORPORATION

The address of the known place of business of the Corporation is 3275 West Ina Road, Suite 275, Tucson, AZ 85741.

ARTICLE IV INCORPORATOR

The incorporator is Thomas Gansheimer whose address is 3275 West Ina Road, Suite 275, Tucson, Arizona, 85741.

ARTICLE V PURPOSE AND POWERS OF THE CORPORATION

This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to operate as a homeowners' association and to provide for the management, maintenance and care of the property owned by the Corporation or placed under its jurisdiction and to perform all duties and exercise all rights imposed on or granted to the Corporation by that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Starr Pass Vistas Village 2 (the "**Declaration**"). Any capitalized terms not otherwise defined herein shall have the meanings ascribed by the Declaration.

The Corporation shall have the power to participate in mergers and consolidations with other corporations organized for the same purposes or annex additional property, streets, roadways or alleys.

ARTICLE VI
MEMBERSHIP

Membership shall be determined as provided in the Declaration. There shall be two (2) classes of membership, Class A and Class B, with the Class B converting to Class A as more specifically provided in the Declaration. The Class B shall initially be the Declarant and any Declarant Affiliate, and the Class A shall be all other Owners of Lots within the Covered Property. Each Owner's Membership in the Association, except for Declarant as may be provided in the Declaration, shall be appurtenant to and may not be separated from ownership of the Lot to which the Membership is attributable.

ARTICLE VII
VOTING RIGHTS

The Members' voting rights shall be as determined in the Declaration, with Declarant and Declarant Affiliates, as the Class B Members, having such rights and privileges as are contained therein, including weighted voting rights and other rights during the pendency of the Class B membership, including the right to disapprove actions of the Board of Directors of the Corporation, and further including reserved votes and voting rights which otherwise would be exercised by Developer Owners, all as provided in the Declaration.

ARTICLE VIII
INITIAL BUSINESS

The character of business that the Corporation initially intends to conduct in this state is the operation of a homeowners association and the maintenance of such Common Areas and other properties as may be described in the Declaration as areas of responsibility of the Corporation, including but not limited to collecting assessments and other fees required to be paid under the Declaration.

ARTICLE IX
BOARD OF DIRECTORS

The number, qualifications and term of each of the directors shall be provided in the Bylaws and the Declaration, with Declarant, as a Class B Member, having such rights and privileges as contained therein, including rights during the pendency of the Class B Membership to appoint all directors. The names and addresses of the persons appointed to serve as directors until the next annual meeting of Members or until their successors are elected and qualified are:

Thomas Gansheimer
3275 West Ina Road, Suite 275
Tucson, AZ 85741

Kevin Tarbox
3275 West Ina Road, Suite 275
Tucson, AZ 85741

James Knipe
3275 West Ina Road, Suite 275
Tucson, AZ 85741

ARTICLE X BYLAWS

The initial Bylaws of the Corporation shall be adopted by the Board of Directors. Declarant's consent shall be required for any amendment to the Bylaws so long as Declarant is a Class A or Class B Member. No amendment to the Bylaws may remove, revoke, or modify any right or privilege of Declarant or the Class B Members without the written consent of Declarant, the Class B Member, or the assignee of such right or privilege.

ARTICLE XI DISSOLUTION

Upon dissolution of the Corporation, the Board of Directors, after providing for the payment of all obligations, shall distribute any remaining assets to any other similar nonprofit organization in a manner consistent with the Articles of Incorporation and applicable law, including any applicable federal and Arizona tax law.

ARTICLE XII LIMITATION OF DIRECTORS' LIABILITY

The personal liability of the directors to the Corporation for monetary damage for any action or failure to take any action as a director is eliminated to the fullest extent permitted by A.R.S. § 10-3202(B)(1), as it may hereafter be amended or renumbered, or the analogous provision of any future Arizona nonprofit corporation code.

ARTICLE XIII
INDEMNIFICATION

The Corporation shall, to the fullest extent permitted by law, indemnify the officers and directors of the Corporation from and against liability incurred in connection with their good faith activities on behalf of the Corporation and shall, to the fullest extent permitted by law, have the power to purchase and maintain insurance to protect officers and directors from liability.

ARTICLE XIV
AMENDMENT

A. By Declarant. During the pendency of the Class B Membership, Declarant, as a Class B Member, may at any time and from time to time unilaterally amend these Articles for any purpose whatsoever, including, without limitation, (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to make, purchase, insure or guarantee mortgage loans on the Lots; and (iv) to correct any error or ambiguity or to conform to the Declaration.

B. By Members Generally. In addition to such action that is permitted by Declarant pursuant to paragraph A, above, Members may petition to amend these Articles, but if prior to termination of the pendency of the Class B Membership, only with the written consent of the Declarant. The petition must be (i) written, signed, and dated by Members representing at least twenty percent (20%) of the total Class A and Class B votes in the Association; and (ii) delivered to the President and the Board of Directors. The petition shall include a description of the proposed amendment to these Articles and the names and the votes represented by each of the Members signing the petition. If the petition is correct and in proper form as determined by the Board of Directors, and if the proposed amendments have been approved by the Board of Directors, the President and Secretary shall call and hold a special meeting for the purpose of Membership voting on the proposed amendment. The special meeting shall be held in a manner consistent with the notice, voting, quorum, and other procedural requirements set forth in the Bylaws and the Declaration, or as required or permitted by law, except that so long as the Declarant is a Member of the Association, if the Declarant does not approve of the petition, the petition shall not further be considered and shall not be adopted or voted upon.

C. Validity of Amendments. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class B Members without the written consent of Declarant, the Class B Members, or the assignee of such right or privilege.

ARTICLE XV
ANNEXATION

The Declarant shall have the right, in connection with any annexation of land adjacent or near to the Covered Property, to amend these Articles to reflect the addition of the annexed land, and the land so annexed shall be deemed a part of the Covered Property, with owners thereof being Members of the Association, and subject to all provisions of the Declaration, and to the provisions hereof, including those pertaining to voting rights and assessments. Annexation of land shall entitle the Class B Member to weighted voting and other privileges as are granted with respect to the initial Covered Property, and if the Class B Membership had expired prior to annexation, but the annexation would result in the Class B Member holding a greater number of votes than the Class A Members with respect to all Lots owned, the Class B Membership shall be deemed revived.

ARTICLE XVI
MASTER DECLARATION

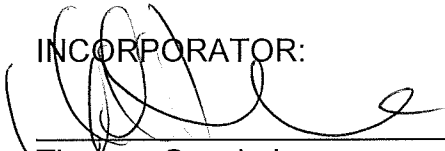
All Members are deemed to acknowledge that the Covered Property is also subject to the terms and provisions of that certain Amendment and Restatement of Master Declaration Creating Covenants, Conditions, Restriction and Easements for Starr Pass, recorded as Instrument Number 92190526, Pima County Records, as thereafter amended (the "**Master Declaration**"). Accordingly, each Member is bound by the Master Declaration, including all applicable provisions thereof pertaining to voting rights and assessments. Without limitation, each owner and Member shall be obligated to pay assessments both to the Association and to the owners association established pursuant to the Master Declaration. Therefore, in addition to levying and collecting assessments pursuant to the Declaration, the Association may, for and on behalf of the association established pursuant to the Master Declaration, collect from each owner and Member whose property is also subject to the Master Declaration such assessments due and owing pursuant to the Master Declaration for remittance to such association.

ARTICLE XVII
CONFLICTS

In the case of any conflict between the terms hereof and the Declaration, the Declaration shall always control, and in the case of a conflict with the Bylaws, these Articles of Incorporation shall control.

DATED: Feb. 10, 2017.

INCORPORATOR:



Thomas Gansheimer

CONSENT OF STATUTORY AGENT

Cadden Community Management, Inc., having been designated to act as Statutory Agent, hereby consents to act in that capacity until removed or his resignation is submitted.

DATED: 2-15, 2017.

STATUTORY AGENT:

F. M. Cadden
F. Michael Cadden

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