

FEB 28 2 49 PM '95

ARTICLES OF INCORPORATION

CAPRIANA HOMEOWNERS ASSOCIATION

APPR Ester Thomas
DATE APPR 2-28-95
TERM _____
DATE _____
0743434-8

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day associated ourselves for the purpose of forming a corporation under the laws of the State of Arizona, and for that purpose do hereby adopt the following Articles of Incorporation.

1. Name. The name of this corporation (hereinafter "Association") is **CAPRIANA HOMEOWNERS ASSOCIATION.**

2. Duration. The period of duration of the Association shall be perpetual.

3. Principal Place of Business. The principal office for the transaction of business of the Association is located in Maricopa County, Arizona.

4. Statutory Agent. The name and address of the initial Statutory Agent for the Association are:

J. Gregory Lake
Grant, Williams, Lake & Dangerfield, P.C.
Suite 2150 Norwest Tower
3300 N. Central Avenue
Phoenix, Arizona 85012

5. Nonprofit Corporation. This Association is organized as a nonprofit corporation under the laws of the State of Arizona.

6. Purpose and Powers. This Association does not contemplate the distribution of gains, profits or dividends to its Members. The specific primary purposes for which it is formed are to provide for the acquisition, construction, management, operation, administration, maintenance, repair, improvement, preservation and architectural control of the Common Area, and all other areas and adjacent to for which the Association has such responsibilities within that certain tract of property situated in the City of Chandler, Maricopa County Arizona, which is more particularly described in that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") which was recorded on the 13th day of February, 1995, as Document No. 95-0077852, in the office of the Maricopa County Recorder, and to promote the health, safety, and welfare of all 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, all according to the Declaration.

In furtherance of said purposes, this Association shall have the powers to:

In furtherance of said purposes, this Association shall have the powers to:

- a. Perform all of the duties and obligations of the Association as set forth in the Declaration;
 - b. Fix, levy, collect and enforce Assessments Charges and fines as set forth in the Declaration and Bylaws;
 - c. Pay all expenses and obligations incurred by the Association in the conduct of its business, including without limitation, all licenses, taxes or governmental charges levied or imposed against the Common Area;
 - d. 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;
 - e. Grant non-exclusive easements over the Common Area to any Person for purposes beneficial to the Members;
 - f. Borrow money and, only with the assent (by vote or written consent) of two-thirds (2/3) of each class of Members, mortgage, pledge, deed of trust or hypothecate any or all of its personal or real property as security for money borrowed or debts incurred;
 - g. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any merger or consolidation shall have the assent by vote or written consent of two-thirds (2/3) of each class of Members; and
 - h. Have and exercise any and all powers, rights and privileges which a corporation organized under the Arizona Nonprofit Corporation Act (A.R.S. # 10-1001 et seq.) may now or hereafter have or exercise.
7. Membership Voting Rights. The number and qualifications of Members of the Association, the different classes of Membership, if any, the property, voting and other rights and privileges of Members, their liability for Assessments and the method of collection thereof shall be as set forth in the Declaration and the Bylaws.
8. Board of Directors. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors (the exact number and qualifications of which shall be fixed by the Bylaws, or amendments thereof, duly adopted by the Members or by the Board of Directors). The number of Directors may

be changed by amendment to the Bylaws. The initial Board of Directors, the members of which shall serve until their successors are elected or appointed according to the Bylaws, is as follows:

Norman Nicholls
Fulton Homes Corp.
4625 S. Wendler Drive, Suite 204
Tempe, Arizona 85282

Mr. Ira Fulton
Fulton Homes Corp.
4625 S. Wendler Drive, Suite 204
Tempe, Arizona 85282

Lorie Nicholls
Fulton Homes Corp.
4625 S. Wendler Drive, Suite 204
Tempe, Arizona 85282

9. Elimination of Director Liability. As set forth in the Arizona Nonprofit Corporation Act, each Director shall be immune from civil liability and shall not be subject to suit indirectly or by way of contribution for any act or omission resulting in damage or injury if said Director was acting in good faith and within the scope of his official capacity (which is any decision, act or event undertaken by the Association in furtherance of the purpose or purposes for which it is organized), unless such damage or injury was caused by willful and wanton or grossly negligent conduct of the Director. Without limiting the foregoing, it is the intention of this paragraph to provide for the Directors the full benefits and immunities created by or available under the provision of A.R.S. # 10-1016(D) and 10-1029(A)(8), as the same may be expanded or modified in the future.

10. Dissolution. In the event of dissolution, liquidation or winding up of the Association (other than incident to a merger or consolidation), the Association shall pay or adequately provide for the debts and obligations of the Association and otherwise comply with the Arizona Nonprofit Corporation Act. The Directors or Persons in charge of the liquidation shall dedicate the assets of the Association to an appropriate public agency to be used for purposes similar to those for which this Association was created or if such dedication is refused acceptance, than such assets may be granted, transferred or conveyed to any nonprofit corporation, association, trust or other organization devoted to similar purposes. If such actions are not feasible, said Directors or other Persons in charge of the liquidation shall divide the remaining assets among the Members in accordance with their respective rights therein as set forth in the Declaration, except as otherwise required by law.

11. Amendments. These Articles may be amended by the vote or written assent of Members representing sixty-seven percent (67%) of the total voting power of each class of Membership in the Association, provided however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision.

12. FHA/VA Approval. As long as there is Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration if either of those agencies has approved the development plan of the Project: annexation of additional property, mergers and consolidations, mortgaging of Common Area, dedication of Common Area and dissolution and amendment of these Articles.

13. Incorporators. The Incorporators and their names and addresses are:

Norman Nicholls
Fulton Homes Corp.
4625 S. Wendler Dr., #204
Tempe, Arizona 85282

Mr. Ira Fulton
Fulton Homes Corp.
4625 S. Wendler Dr., #204
Tempe, Arizona 85282

Lorie Nicholls
Fulton Homes Corp.
4625 S. Wendler Dr., #204
Tempe, Arizona 85282

14. Definitions. All initially capitalized terms used herein without definition shall have the meanings set forth for such terms in the Declaration.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Arizona, we, the undersigned, constituting the Incorporators of this Association, have executed these Articles of Incorporation this 13th day of February, 1995.

By Norman Nicholls
Incorporator

By Ira A. Fulton
Incorporator

By Lorie Nicholls
Incorporator

ARCHITECTURAL COMMITTEE GUIDELINES

Every owner at CAPRIANA is a member of the CAPRIANA HOMEOWNERS ASSOCIATION (the "Association"), the entity responsible for the management of all common areas and related facilities, and administration of construction activities by homeowner. In accordance with the Declaration of Covenants, Conditions, and Restrictions for CAPRIANA (the "CCR's"), the Board of Directors has adopted the following guidelines for architectural improvements (the "Guidelines") which shall apply to all Lots within the Association.

Each lot owner should become acquainted with the CCR's for the project and with these Architectural Guidelines as may be amended from time to time by the Board of Directors. These documents are intended to enhance property values and the high standards of the development. The Guidelines are established to assist residents in preparing an application to the Architectural Committee for structural and landscape improvements. **FOLLOWING THESE GUIDELINES DOES NOT ELIMINATE THE NEED FOR APPROVAL BY THE COMMITTEE.** In the event of any inconsistency between these Guidelines and the CCR's, the CCR's shall control. All architectural approvals will be conditioned upon compliance with applicable City codes.

APPLICATION PROCEDURE

The following information should be included:

- ❖ Application Form -- completed and signed (copy attached, additional copies may be obtained from the Association management office)
- ❖ Plot Plan -- a site plan indicating dimensions relating to the existing dwelling and property lines (setbacks, etc.) and the improvement to be installed.
- ❖ Elevation Plans -- Plans showing finished appearance of the improvement in relation to the existing dwelling and property lines.
- ❖ Specifications -- Description detailing materials to be used with color samples attached; drawing or brochure of structure indicating dimensions and color

Submit application and plans (retained in file by the Association) to:

CAPRIANA HOMEOWNERS ASSOCIATION
COLBY MANAGEMENT INC
13622 N 99TH AVENUE
SUN CITY AZ 85351

All improvements shall comply with all applicable City zoning ordinances, building codes, and other ordinances as well as the CCR's and these Guidelines.

REVIEW PROCEDURE

Architectural Committee requests will be reviewed and approved or disapproved within 45 days after submittal and the owner will be notified in writing of the Committee's decision. No new construction, remodeling, landscaping, etc. is to occur on any lot or exterior of any home without prior approval by the Architectural Committee.

The following items, among other items, will be considered as a part of the review process: material, quality of workmanship, colors, consistency with the external design and color of existing structures on the lot and on neighboring lots, and location of the improvement with respect to topography and finished grade elevation.

Neither the Architectural Committee, nor the Board, nor the Declarant, shall have any liability in connection with or related to approved or disapproved plans, specifications, or improvements. The approval of the plans does not mean that judgment is passed on the structural soundness of the improvement nor its effect upon existing or future drainage. The review of the plans is for aesthetic purposes only.

Construction Guidelines

Once started, construction shall be pursued diligently in order to assure prompt completion of the improvement. Construction shall be completed within six (6) months after the date of the Committee's approval of the application.

GUIDELINES

Antennas

Antennas and satellite dishes must be submitted to and approved by the Committee prior to installation. Neither may be installed visible from other Lots, the Common Area, or the street.

Awnings

Awnings over windows must be a canvas type with the color the same on the interior and exterior face. A minimum five-year guarantee is expected from the manufacturer to insure a high quality awning. Your application must include the following: the manufacturer, color, type, and number of years' guarantee, planned location(s) of installation. Awnings will not be approved for front windows.

Basketball Goals or Similar Structures

Basketball standards must be approved by the Committee prior to installation. They will be considered based upon their appearance and their relationship to other properties. If you wish to install the pole anywhere other than immediately adjacent to the interior or exterior edges of the driveway, you must obtain and submit written approval from the neighboring property owner with your application. Portable hoops will not be approved.

Children's Play Structures

Plans for children's play structures must be submitted for approval since they usually exceed the fence height. The maximum height is 10 feet and the structure must be at least 7 feet from any wall. Maximum height of any deck/platform is 4 feet above ground.

The distance from the ground elevation to the top of the perimeter fence must be measured and submitted with plans for the structure. The Committee will take the appearance, height, and proximity to neighboring property into consideration. A brochure or picture must be submitted with your application.

Clotheslines

Clotheslines or other outside facilities for drying clothes are not allowed unless they are placed exclusively within a fenced yard or otherwise concealed. Such facilities may not be visible from neighboring property.

Decorative Items, Including Fountains and Ornamental Statuary

These items must be located in the rear yard only and screened from view of neighboring properties, streets, and common area.

Driveways

Submittals must include a plot plan of the existing lot, indicating the direction in which expansion is proposed and exact measurements of the proposed paved surface.

Fences, Walls, Decorative Walls

Plans for new fences or walls or additions to existing structures must be submitted to the Committee for written approval prior to construction. Stucco and paint must match the existing dwelling in texture and color.

Flagpoles

Flagpoles are not allowed in residential areas except at the models on a temporary basis. Homeowners may use brackets mounted on the house or garage to display flags. No prior approval is necessary.

Gates

Double gates may be installed to allow wider accessways to backyards. Double gates should be the same type, design, and color as the originally installed single gates. Shrubs, trees or other plants should be located between the house and the double gates, where possible. Perimeter walls on lots bordering Association landscaped areas may not be torn down and Association landscape easements may not be crossed.

Gutters and Down spouts

Seamless gutters and down spouts may be considered for approval. The finish on same must match the dwelling in color. High-quality, non-corrosive materials that offer long life are recommended as the homeowner will be required to maintain the addition in good repair. Plans must include the proposed locations of the gutters and down spouts, the quality of material to be used, warranty by the manufacturer, and the name and telephone number of the installer.

Landscaping

The landscape packages offered to you by Fulton Homes have been approved by the Architectural Committee. Landscaping must be installed and substantially complete in an attractive manner within sixty (60) days from the date of close of escrow. The homeowner is responsible for keeping his yard neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material. Any and all changes made to the landscape package as offered or to existing landscaping must be approved by the Committee prior to installation. Statues, fountains, and similar hardscape will not be approved. Plans submitted to the Committee must include proposed changes to grade.

Lights

Except as initially installed by Declarant, no spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other Lot or adjacent street, or any part thereof except as approved by the Committee.

Patio Covers

Plans for patio covers will be considered for approval. The following minimum standards are suggested:

Partial Shade Covers

- ❖ Horizontal shading members minimum 2 x 2 rough sawn, running parallel to the dwelling unit, with a maximum overhang of 6 inches past a support.
- ❖ Horizontal support members minimum 4 x 6 rough sawn
- ❖ Vertical support members minimum 4 x 6 rough sawn
- ❖ Color to match existing trim

- ❖ Flat roof pitch less than 1":12" must have a brai or built-up roof application with colored granules that match existing roof tile or built-up roof surface must be identical in color and quality to that installed by Declarant.
- ❖ Sloped patio cover with 4":12" and greater shall have tile to match existing dwelling. Asphalt shingles other than provided for above are prohibited.

Pools and Spas

Pools and spas need not be submitted for architectural approval but pool ladders/slides need to be approved and will be considered based upon appearance, height, and proximity to other properties. Perimeter walls on lots bordering Association landscaped areas may not be torn down. Access must be gained by tearing down owners front wall on the side of the home, leaving the perimeter wall intact, assuring it matches in texture and color throughout the community unless other access is approved by the Architectural Committee.

Pools may not be backwashed into drainage ditches, common landscaped areas, drainage-ways, or streets. All backwash water is to be retained on the owner's lot.

Ramadas and Gazebos

These rear yard structures are permitted, subject to approval by the Architectural Committee. The maximum under roof area is 120 square feet with a maximum 10 foot height; the structure must be placed a minimum of 7 feet from any wall, subject to any further requirements or restrictions. The structures must be painted to match the house color or be left the natural wood color (if redwood). Roof tile must also match the tile of the house. Lighting attached to the structure is permitted so long as it is not directed onto adjacent property.

Security Devices

Security features including but not limited to lights, security guard gates at entry towers, doors and window coverings, must be submitted for approval. Security alarms need not be submitted for approval.

Solar Equipment

Solar collectors and related equipment shall not be placed on any roof. Owner must obtain prior written approval prior to the installation of said equipment elsewhere on the lot.

Storage Sheds

Any storage shed will require approval by the Architectural Committee. If approved, proper screening will be required.

Window Cover Materials

Within sixty (60) days after the date of close of escrow, each Owner shall install permanent draperies or suitable window coverings on windows facing the street. All such window coverings facing the street must show white, beige, earth tone, or pastel colors unless otherwise approved in writing by the Committee. Reflective materials may not be installed on the windows or any portion of the house or any other area of the Lot unless approved in writing by the Committee. Bronze or charcoal sun screen material may be installed. The frame for the window screens must be the screen material or existing window frames. Screen doors in the front of the house must be submitted for approval.