

ARTICLES OF INCORPORATION
FOR
THE SURPRISE FARMS COMMUNITY ASSOCIATION

ARTICLE I

Name

The name of the corporation is THE SURPRISE FARMS COMMUNITY ASSOCIATION (the "Association").

ARTICLE II

Duration

The Association shall exist perpetually.

ARTICLE III

Purpose of the Association

The object and purpose for which this Association is organized is to perform the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Surprise Farms, dated the 21 day of March, 2002 recorded March 21, 2002 as Document No. 2002-038957 in the office of the County Recorder of Maricopa County, Arizona (the "Declaration"). In furtherance of, and in order to accomplish the foregoing object and purpose, the Association may transact any and all lawful business for which nonprofit corporations may be incorporated under Chapter 22 of Title 10, Arizona Revised Statutes, as it may be amended from time to time (the "General Nonprofit Corporation Law").

ARTICLE IV

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 Common Areas and to fulfill the duties and obligations of the Association as set forth in the Declaration.

ARTICLE V

Statutory Agent

Mark A. Vander Stoep, whose address is 6303 S. Rural Rd., Suite #5, Tempe, Arizona 85283 and who has been a bona fide resident of the State of Arizona for more than three (3) years last past, is hereby appointed the initial statutory agent of the Association.

ARTICLE VI

Board of Directors

The number of directors constituting the initial Board of Directors shall be three (3). The name and address of the initial directors of the Association shall be:

<u>Name</u>	<u>Address</u>
<u>Curt Smith - President</u>	<u>6750 N. Scottsdale Rd., Suite 160 Scottsdale, AZ 85253</u>
<u>Timothy Keenan - Vice President</u>	<u>11811 N. Tatum Blvd., Suite 4052 Phoenix, AZ 85028</u>
<u>Cristine Davis - Secretary/Treasure</u>	<u>11811 N. Tatum Blvd., Suite 4052 Phoenix, AZ 85028</u>

ARTICLE VII
Incorporator

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

<u>Name</u>	<u>Mailing Address</u>
Curt Smith	6720 N. Scottsdale Rd., Suite 160 Scottsdale, AZ 85253

ARTICLE VIII
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 appointed or elected and qualified:

Curt Smith	President
Timothy Keenan	Vice President
Cristine Davis	Secretary/Treasurer

ARTICLE IX
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 VIII 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 X
Principal Office

The principal office of the Association shall be located at 6720 North Scottsdale Rd., Suite 160 Scottsdale, Arizona 85253.

ARTICLE XI
Membership and Voting Rights

The Association has Members. Every person or entity who is an Owner of any Lot or Parcel is entitled to Membership in the Association. Membership is appurtenant to, and inseparable from, ownership of the Lot or Parcel. Each Owner shall have such rights, privileges and votes in the Association as are set forth in the Declaration. The provisions of the Declaration pertaining to classes of Membership and the voting rights of the Members are incorporated in these Articles of Incorporation by reference.

ARTICLE XII
Bylaws

The Board of Directors shall adopt the initial Bylaws of the Association. The power to alter, amend or repeal the Bylaws is reserved to the Members except that 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 or any federal, state or local government agency whose approval of the Project, the Plat or the Declaration is required by law or requested by the Declarant.

ARTICLE XIII
FHA/VA APPROVAL

Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of the Articles require prior approval of FHA or VA as long as there is a Class B membership.

ARTICLE XIV
Dissolution

The Association may be dissolved with the assent given in writing and signed by the Owners representing not less than two-thirds (2/3) of the authorized votes of the Association 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 as the Board of Directors shall determine. 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 as the Board of Directors shall determine.

ARTICLE XV
Duration

The corporation shall exist perpetually.

ARTICLE XVI
Assessment and Fees

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


ARTICLE XVII
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 attorney's 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 XVI 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 XVIII
Amendments

These Articles may be amended by Members representing at least seventy-five percent (75%) of the total votes entitled to be cast by each class of Membership in the Association; provided, however, that 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 or any federal, state or local governmental agency whose approval of the Project, the Plat or the Declaration is required by law or requested by the Declarant.


Dated this 21st day of March, 2008



Incorporator

STATUTORY AGENT CONSENT

The undersigned, having been designated to act as statutory agent, hereby consents to act in that capacity until removed or resignation is submitted in accordance with the General Nonprofit Corporation Law.

A handwritten signature in black ink, reading "Mark A. Vander Stoep". The signature is written in a cursive style with a horizontal line underneath the name.

Mark A. Vander Stoep
6303 S. Rural Rd, Suite #5
Tempe, AZ 85283