

**ARTICLES OF INCORPORATION  
OF THE DOBSON ASSOCIATION, INC.  
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In compliance with the requirements of Article 16, Title 10, Chapter 6, Arizona Revised Statutes, the undersigned, Francis J. Slavin, Jr., 4347 West Carol Avenue, Glendale, Arizona 85302 and Walter L. Brown, 4715 South Hazelton Lane, Tempe, Arizona 85282, both of whom are residents of the State of Arizona and both of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I**

**NAME**

The name of the corporation is THE DOBSON ASSOCIATION, INC., hereinafter called the "Association".

**ARTICLE II**

**PRINCIPAL OFFICE**

The principal office of the Association is located at Phoenix, Arizona.

**ARTICLE III**

**STATUTORY AGENT**

C.T. CORPORATION SYSTEM, which has been a bona fide resident of the State of Arizona for more than three years prior to the filing of these Articles of Incorporation, whose address is 14 North 18<sup>th</sup> Avenue, Phoenix, Arizona 85007.

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**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of lake and dry land and Common Areas within that certain tract of property known as The Dobson Ranch which is located in parts of Sections 5 and 6, Township 1 South, Range 5 East and Section 31 and 32, Township 1 North, Range 5 East of Gila and Salt River Base and Meridian, and to serve as agent for others for the acceptance and delivery of water, the rights to which are or may be appurtenant to lands not owned by the corporation, and to promote the health, safety and welfare 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 to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the County Recorder of Maricopa County, Phoenix, Arizona, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) 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;
- (d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;
- (f) with the consent of two-thirds (2/3) of each class of member voting in person or by proxy at a meeting duly called for the purpose, participate in mergers and consolidations with other nonprofit corporations organized for the same purpose;
- (g) annex additional common area;
- (h) have and to exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation law of the State of Arizona by law may now or hereafter have or exercise.

**ARTICLE V**

**MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

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**ARTICLE VI**

**VOTING RIGHTS**

**Section 1.** The Association shall have four (4) classes of voting membership:

**Class A:** Class A members shall all be owners, with the exception of the Developer and Declarant (as defined in the Declaration) of lots upon which are constructed a single family detached home, and shall be entitled to one vote for each site owned. When more than one person owns any site, all such persons shall be members. The vote for such site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any site.

**Class B.** The Class B member shall be all owners, with the exception of the Developer and Declarant, of all townhouse lots and shall be entitled to one vote for each townhouse lot owned. When more than one person owns any townhouse lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any townhouse lot.

**Class C.** Class C members shall be all owners, with the exception of the Developer and Declarant, of condominium units and shall be entitled to one vote for each condominium unit owned. When more than one person holds an interest in any condominium unit, all such persons shall be members. The vote for any such condominium unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any condominium unit.

**Class D.** The Class D member shall be the Developer or the Declarant and shall be entitled to three (3) votes for each lot or condominium owned. The Class D membership shall cease and be converted to Class A, Class B or Class C membership, whichever is appropriate, on the happening of either of the following events, whichever first occurs:

(a) When the total votes outstanding in the Class A, Class B and Class C memberships equal the total votes outstanding in the Class D membership, or

(b) The 1<sup>st</sup> day of June 1980.

**Section 2.** For the purposes of this Article only, and in order to pursue the development plan as set forth in the general plan of development as previously approved by the City of Mesa, FHA and VA, the Declarant shall be considered to be the owner of Six Thousand (6,000) lots, less the number of residential units or lots sold to individual purchasers.

**Section 3.** In the event the general plan of development is not pursued to completion and an affirmative statement of abandonment of any or all parts of the general plan previously approved by FHA/VA and the City of Mesa, is recorded in the office of the County Recorder of Maricopa County, Arizona, then in such event the voting power of the Six Thousand (6,000) lots as set forth above shall be reduced by the number of lots so abandoned.

**Section 4.** In the event that Developer shall make a "constructive abandonment" of the general plan of development, then, and in such event, the voting power of the Six Thousand (6,000) lots as set forth above shall be reduced by the number of lots so constructively abandoned. For the purposes of this section, a "constructive abandonment" shall be deemed to have occurred when Developer shall not have made any construction starts for a period of one (1) year, or shall have made no substantial progress towards planning or preparation for continuation of the general plan of development. A constructive abandonment shall not occur if the lack of construction starts, planning or preparation shall be due to strikes, acts of God, war, riot, insurrection, or other acts which are beyond the control of the Developer.

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**ARTICLE VII**

**BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association. The following persons were elected on April 10, 1973 at Phoenix, Arizona, to serve as Directors until the election of their successors:

Walter L. Brown  
1302 W. Indian School Rd.  
Phoenix, Arizona 85013

Lenn M. Pritchard  
1302 W. Indian School Rd.  
Phoenix, Arizona 85013

Thomas C. Koelbel  
1302 W. Indian School Rd.  
Phoenix, Arizona 85013

Bob D. Hussey  
1302 W. Indian School Rd.  
Phoenix, Arizona 85013

Emilee D. Nagel  
1302 W. Indian School Rd.  
Phoenix, Arizona 85013

Francis J. Slavin, Jr.  
1302 W. Indian School Rd.  
Phoenix, Arizona 85013

Cara C. Little  
1302 W. Indian School Rd.  
Phoenix, Arizona 85013

Joseph F. Contadino  
1302 W. Indian School Rd.  
Phoenix, Arizona 85013

Irene Christina Settle  
1302 W. Indian School Rd.  
Phoenix, Arizona 85013

Thereafter the Board shall be elected at the annual meeting of the members which shall be held at Phoenix, Maricopa County, Arizona, on the second Tuesday in April commencing with the year 1974. At the first annual meeting the members shall elect three Directors for a term of one year, three Directors for a term of two years and three Directors for a term of three years, and at each annual meeting thereafter the members shall elect three Directors for a term of three years.

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**ARTICLE VIII**

**LIABILITIES**

Any indebtedness or liability, direct or contingent, must be authorized by an affirmative vote of a majority of the votes cast by the members of the Board of Directors at a lawfully held meeting, and approved by the Arizona Corporation Commission, to the extent required by the laws of the State of Arizona. The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed one hundred fifty percent (150%) of its income for the previous fiscal year, except that additional amounts may be authorized by an affirmative vote of two-thirds (2/3) of the membership. The private property of each and every officer, director and member of this corporation shall at all times be exempt from all debts and liabilities of the corporation.

**ARTICLE IX**

**DISSOLUTION**

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, 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 and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE X**

**DURATION**

The time of commencement of this corporation shall be the day the Certificate of Incorporation is issued to this corporation by the Arizona Corporation Commission, and the termination thereof shall be twenty-five (25) years thereafter with the privilege of renewal as provided by law, provided, however, that if the right of perpetual existence without necessity of renewal shall at any time hereafter be granted by Arizona law, then the existence of the corporation shall be perpetual without necessity of renewal.

**ARTICLE XI**

**AMENDMENTS**

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

**ARTICLE XII**

**FHA/VA APPROVAL**

As long as there is a Class D membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

**IN WITNESS WHEREOF, for the purpose of forming this 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 13<sup>th</sup> day of April 1973.**