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COMMISSION  
STATE OF AZ.

ARTICLES OF INCORPORATION

OF

SUNSCAPE ESTATES R.V. PARK COOPERATIVE

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Lisa R. Smith  
11-29

The undersigned, acting as incorporators of a non-profit corporation under the Arizona Non-profit Corporation Act, do hereby adopt the following Articles of Incorporation for such Corporation.

ARTICLE I

NAME

The name of the Corporation is SUNSCAPE ESTATES R.V. PARK COOPERATIVE.

ARTICLE II

DURATION

The Corporation shall exist perpetually unless and until terminated according to law or in accordance with the Bylaws of the Corporation.

ARTICLE III

PURPOSE AND POWERS

The Corporation is a non-profit corporation formed under the provisions of A.R.S. §10-1002, et seq., as amended, and the purposes for which the Corporation is formed and the business and objects to be carried on and promoted by it shall be to construct, acquire, deal with, maintain and operate cooperative R.V. Resort sites and other accommodations and structures for its Members as the occupants, residents and users thereof. The Corporation shall provide for the maintenance of the Common Areas and facilities for the benefit of all of the Members of the Cooperative and do all other things and exercise all powers and rights of a corporation which are lawful and consistent with the foregoing purposes. Without limiting the generality of the foregoing, to the extent authorized by the Board of Directors and subject to compliance with the provisions of A.R.S. §43-1051 and §528 of the Internal Revenue Code of 1954 and any amendments thereto, the Corporation shall be empowered to:

(a) Make and collect assessments against Members to defray the costs of the Project, and to use the proceeds of assessments in the exercise of its powers and duties;

(b) Maintain, operate, repair, rehabilitate, restore, make replacements to, and provide for the operation and management of the Common Areas and all structures, improvements and facilities thereon;

(c) Maintain, repair, make replacements to, and provide for the operation of all utility facilities;

(d) Pay all taxes and assessments, if any, which may properly be levied against the properties of the Cooperative, and to repair, rehabilitate and restore all buildings, structures and improvements on said properties;

(e) Insure all buildings and structures on the Common Areas and the property of the Cooperative as required by the Bylaws and to insure against such risks and perils as required by the Bylaws, together with such additional risks as the Board of Directors may determine;

(f) Make and amend Rules and Regulations respecting the use of the Common Areas and Spaces as may be consistent with the Bylaws;

(g) Impose liens against individual Spaces to secure the payment of obligations due from the Members thereof, and to collect, sue, foreclose or otherwise enforce, compromise, release, satisfy and discharge such demands and liens in accordance with the Bylaws;

(h) Do all things necessary to carry out and to enforce the terms and provisions of the Bylaws, and pay all maintenance, operating and other costs and do all things and acts which may be in the best interests of the Members of the Cooperative or for the peace, comfort, safety or general welfare of the Members of the Cooperative, all in accordance with the Bylaws;

(i) Contract for the management of the Project and delegate to the management entity such powers and duties as determined by the Board of Directors, but subject to the provisions of the Bylaws and these Articles of Incorporation;

(j) Purchase, lease, own, improve, maintain, operate and hold real and personal property of every kind and description; sell, convey and lease such property; and to mortgage, assign and pledge or otherwise encumber such property;

(k) Borrow money, and issue notes, bonds and other evidence of indebtedness in furtherance of any or all of the objects and purposes of the Cooperative; and with the consent of two-thirds (2/3) of each class of Members, to secure the same by mortgage, trust deed, pledge, or other lien on or security interest in, property owned by the Cooperative

(l) Dedicate, sell or transfer all or any part of the Common Areas 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 same, and the consent(s) of First Mortgagees have been obtained, all as required by the Bylaws;

(m) Enter into, perform and carry out leases and contracts of any kind necessary to or in connection therewith or incidental to the accomplishment of any one or more of the objects and purposes of the Cooperative;

(n) Make refunds of excess payments or charges to Members as provided for in the Bylaws;

(o) Lend or invest its working capital and reserves in a prudent manner;

(p) Act as surety or guarantor, agent, trustee, broker or in any other capacity when appropriate to the fulfillment and the furtherance of its objects and purposes; and

(q) In general to do and perform such acts and things and to transact such business in connection with the foregoing objects and purposes as may be necessary and required.

No part of the net earnings of this Corporation shall inure (other than by acquiring, constructing or providing management, maintenance and care of the Cooperative property, and other than by rebate of excess Membership dues, fees or assessments) to the benefit of any Member, Owner, director or other individual. Notwithstanding any other provisions of these Articles of Incorporation, the Cooperative shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under §528 of the Internal Revenue Code of 1954, as amended.

#### ARTICLE IV

#### STATUTORY AGENT

The name of the Corporation's initial statutory agent on whom process may be served is Lawrence J. Lee, 1314 North Third Street, Suite 320, Phoenix, Arizona 85004.

ARTICLE V

DIRECTORS AND OFFICERS

The Corporation shall have three (3) directors elected by the Members who shall act as directors until their successors are duly chosen and qualified, provided that the number and manner of selection of the directors may be altered in the Bylaws.

The names and addresses of each incorporator and the persons who are to serve as directors until the first annual election of directors or until their successors are elected and qualified are:

Richard G. Ungar  
4545 North 36th Street, #209  
Phoenix, Arizona 85018

Joan S. Ungar  
4545 North 36th Street, #209  
Phoenix, Arizona 85018

Lynne Meere  
4545 North 36th Street, #209  
Phoenix, Arizona 85018

ARTICLE VI

MEMBERSHIP SHARES

The memberships of the Corporation shall be of one class only. No stock, capital or otherwise, shall be issued by the Corporation.

ARTICLE VII

DIVIDENDS NOT TO BE PAID

Unless otherwise required by law, no dividend shall be declared or paid upon Memberships issued by the Corporation.

ARTICLE VIII

CAPACITY OF OFFICERS AND DIRECTORS; DISABILITY

No contract or other transaction between this Corporation and any other corporation or association shall in any way be affected or invalidated by virtue of the fact that any of the

directors or officers of this Corporation are or may be pecuniarily interested in, or are directors or officers of such other corporation or association. Any director individually, or any firm of which any director is a member, may be a party to or have pecuniary interest in any contract or transaction of this Corporation, provided that the fact of such interest of the director shall be disclosed in the minutes of this Corporation; and any director of this Corporation who is also a director or officer of such other corporation or association, or who is interested in such contract or transaction, may vote upon such contract or transaction.

Any officer, director or Member of this Corporation shall be fully competent and authorized to make and enter into occupancy agreements, leases, and other contracts with the Corporation respecting any unit, parcel, or part of the corporate property, under the Bylaws governing the same; and no infirmity or disability shall inure or attach to any such agreement, lease or contract by reason of any such position with or interest in the Corporation.

IN WITNESS WHEREOF, the incorporators have executed these Articles of Incorporation on the 15<sup>th</sup> day of November, 1985.

  
RICHARD G. UNGAR

  
JOAN S. UNGAR

  
LYNNE MEEBE

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this  
15<sup>th</sup> day of November, 1985, by RICHARD G. UNGAR.

Abraam P. Mant  
Notary Public

My commission expires:  
1-31-86

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this  
15<sup>th</sup> day of November, 1985, by JOAN S. UNGAR.

Abraam P. Mant  
Notary Public

My commission expires:  
1-31-86

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

The foregoing instrument was acknowledged before me this  
15<sup>th</sup> day of November, 1985, by LYNNE MEERE.

Abraam P. Mant  
Notary Public

My commission expires:  
1-31-86