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AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA)

:ss.

COUNTY OF PIMA)

being first

DIANA HOLLINGSWORTH
duly sworn, deposes and says that (he) (she) is the Legal Advertising Manager

of THE DAILY TERRITORIAL, a daily newspaper printed and published in the

County of Pima, State of Arizona, and of general circulation in the City of Tuc-

son,

County of Pima, State of Arizona and elsewhere, and the hereto attached

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ARTICLES OF
INCORPORATION
LA NARANJA MEDICAL
CENTER OWNERS
ASSOCIATION, INC.

was printed and published correctly in the regular and entire issue of said THE

DAILY TERRITORIAL for

3 issues; that was first made

on the 2nd day of SEPTEMBER 04

20
7th

and the last publication thereof was made on the

day of

SEPTEMBER 20 04

; that said publication

was made on each of the following dates, to-wit:

09/02/04
09/03/04
09/07/04

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SEP 15 2004

Request of

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

FARRELL & BROMIEL, P.C.

The Daily Territorial

By *[Signature]*

Subscribed and sworn to before me this

day of

20

7th

SEPTEMBER

04

My Commission Expires:

2/4/08

Notary Public in and for the County of Pima, State of Arizona
PIMA COUNTY
My Commission Expires
FEBRUARY 4, 2008

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ARTICLES OF INCORPORATION
OF LA NARANJA MEDICAL CENTER
OWNERS ASSOCIATION, INC.

I. NAME

The name of the Corporation is LA NARANJA MEDICAL CENTER OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association".

II. DEFINITIONS

The words and terms used herein shall be deemed to have the same meanings as are given to those words and terms in that certain Declaration of Covenants, Conditions and Restrictions for La Naranja Medical Center, which is to be recorded in the official records of Pima County, Arizona (the "Declaration"), as it may be amended from time to time.

III. PURPOSE

This Association does not contemplate pecuniary gain or profit, and the purpose for which it is organized is the transaction of any and all lawful affairs for which nonprofit corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time, and specifically, but not in limitation thereof, the maintenance, preservation, management, administration and architectural control of the Common Area and other property which the Declaration requires or permits the Association to maintain and which affects the real property described in the Declaration. The purpose of the Association shall be to promote the health, safety and welfare of the Members, and for this purpose to do the following: (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, as it may be amended from time to time; (b) affix, levy, collect and enforce payment of all charges and assessments pursuant to the terms of the Declaration and the Bylaws of the Association, and pay all expenses in connection with the conduct of the business of the Association; and (c) perform such other acts provided in the Declaration or which generally benefit the Members of the Association and the real property subject to the Declaration. No enumeration herein set forth shall in any manner be deemed to be exclusive of object or purpose not enumerated, but on the contrary, such enumeration shall be construed as including all other and further objects and purposes of the same or similar type or character, regardless of how thin, vague or indefinite the relationship or connection may be.

IV. INITIAL BUSINESS

The Association initially intends to conduct affairs for the maintenance, preservation, management, administration and architectural control of the Common Area and other property which the Declaration requires or permits the Association to maintain and to fulfill the obligations imposed on it under the Declaration described therein in order to promote the health, safety and welfare of the Members.

V. MEMBERSHIP

Identity of Members: Membership in the Association shall be limited to Owners of Parcels. An Owner of a Parcel shall automatically, upon becoming the Owner thereof, be a Member of the Association and shall remain a Member of the Association until such time as his, her or its ownership ceases for any reason, at which time his, her or its membership in the Association shall automatically cease.

Transfer of Membership: Membership in the Association shall be appurtenant to each Parcel, and a membership in the association shall not be transferred, pledged or alienated in any way, except upon the transfer or sale of a Parcel and then only to such purchaser, or by intestate succession, testamentary disposition, foreclosure of a mortgage of record or other legal process. Any attempt to make a prohibited transfer shall be void and of no force and effect, and shall not be reflected upon the books and records of the Association.

VI. VOTING RIGHTS

Class of Membership: The Association shall have one class of voting membership with each Member entitled to one vote for every square foot of air conditioned space on the Land owned by such Member, and in the calculation of square footage of air conditioned space, Owners of undeveloped Parcels shall be deemed to own the gross square footage of air conditioned space planned for the undeveloped Parcels they own pursuant to the Development Plan for the Land, dated November 7, 2003, as approved by the County; provided, however, that the Declarant shall have such preemptive voting and decision-making rights as set forth in the Declaration.

Joint Ownership: When more than one person is the Owner of any Parcel, all such persons shall be Members. The votes for such Parcel shall be exercised as they among themselves determine, but in no event shall more than one ballot be cast with respect to any Parcel. In the event that joint Owners are unable to agree among themselves as to how their votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts votes representing a certain Parcel, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Parcel. In the event more than one ballot is cast for a particular Parcel, none of said votes set forth therein shall be counted and said votes shall be deemed void.

Corporate Ownership: In the event any Parcel is owned by a corporation, partnership, limited liability company or other association, the corporation, partnership, limited liability company or association shall be a Member and shall designate in writing at the time of acquisition of the Parcel an individual who shall have the power and authority to vote said membership, and in the absence of such designation and until such designation is made, the president, general partner, manager or chief executive officer of such corporation, partnership, limited liability company or association, or an otherwise duly authorized agent, shall have the power to vote for that membership.

Suspension of Voting Rights: In the event any Owner is in arrears in the payment of any Assessments or other amounts due under any of the provisions of the Declaration for a period of fifteen (15) days or more, said Owner's right to vote as a Member of the Association shall be automatically suspended and shall remain suspended until all payments, including accrued interest, late charges and attorneys' fees, are brought current. In addition, the Board may suspend an Owner's right to vote for a period not to exceed sixty (60) days for any other infractions of the Declaration.

VII. STATUTORY AGENT

The name and address of the initial statutory agent of the Association is JAMES J. HORVATH, 2285 West Ina Road, Suite 111, Tucson, Arizona 85741.

VIII. KNOWN PLACE OF BUSINESS

The known place of business of the Association shall be 2285 West Ina Road, Suite 111, Tucson, Arizona 85741.

IX. BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by the Board of Directors. The number of persons which

shall constitute the whole Board of Directors shall not be less than three (3) nor more than six (6). The specific number of persons on the Board of Directors shall be fixed, from time to time, by the Members of the Association in accordance with these Articles and the Bylaws of the Association. Until the first annual meeting of the Members, and until their successors shall have been elected and qualified, the initial Board of Directors shall consist of three (3) directors, and the following persons shall be the initial directors of the Association:

James G. Horvath 2285 West Ina Road Suite 111 Tucson, Arizona 85741
Ronald A. Boros 2285 West Ina Road Suite 111 Tucson, Arizona 85741

Patrick M. Wagner 2285 West Ina Road Suite 111 Tucson, Arizona 85741

At the first annual meeting of the Members, the Members shall elect two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) directors for a term of three (3) years, and at each annual meeting thereafter, the Members shall elect two (2) directors for a term of three (3) years.

X. INCORPORATOR

The incorporator of the Association is as follows:

James G. Horvath 2285 West Ina Road Suite 111 Tucson, Arizona 85741

All powers, duties and responsibilities of the incorporator shall cease at the time of delivery of these Articles of Incorporation to the Arizona Corporation Commission for filing.

XI. INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

The Association shall indemnify any person who incurs expenses by reason of the fact that he or she is or was an officer, director, employee or agent of the Association in accordance with the procedures more specifically set forth in the Bylaws of the Association. This indemnification shall be mandatory under all circumstances in which indemnification is permitted by law.

XII. ELIMINATION OF DIRECTOR LIABILITY

The directors of the Association shall have no personal liability to the Association for monetary damages for any action taken or any failure to take any action as a director as provided in the Arizona Nonprofit Corporation Act, to the fullest extent permitted by law.

XIII. INCOME AND PECUNIARY DISTRIBUTIONS

There shall be no shareholders of the Association, and no profits or dividends shall ever be declared by the Association. No part of the income of the Association shall inure to the benefit of, or be distributable to, any Member, director, officer, employee, agent or other private person, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III. No Member, director, officer, employee, agent or other private person shall be entitled to share in the distribution of any of the Association's assets on dissolution of the Association.

XIV. DISSOLUTION

The Association may be dissolved by the affirmative vote of those Members casting not less than sixty (60%) percent of the votes, who are present in person or by proxy at a meeting duly noticed and held for such purpose. Upon the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated and distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created, or to any nonprofit corporation, association, trust or other organization devoted to such similar purposes. Any such assets not disposed of shall be disposed of by the Superior Court of the State of Arizona in the county in which the principal office of the Association is then located, exclusively for such purposes or to such organization or organizations, as the Court shall determine.

XV. AMENDMENTS

These Articles may be amended from time to time by the affirmative vote of the Members holding not less than fifty (50%) percent of the votes, who are present in person or by proxy at a meeting duly noticed and held for such purpose, subject, however, to the preemptive voting and decision-making rights in favor of the Declarant as set forth in the Declaration. In addition, and without limiting the generality of the foregoing, the Declarant reserves the right to amend all or any part of these Articles without the consent of the other Members to such extent and with such provisions as may be requested by any federally chartered lending institution as a condition precedent to lending funds upon the security of any of the Parcels or as may be appropriate to bring these Articles into conformity with the Declaration, as it may be amended from time to time. It is the desire and intention of the Declarant (but without obligation) to retain control of the Association and its activities as set forth in the Declaration. If any amendment requested pursuant to the provisions of this article or any judicial decision or interpretation deletes, diminishes or alters such control, the Declarant shall have the right to prepare, provide for and adopt as an amendment hereto other and different control provisions consistent with the control provisions of these Articles and the Declaration.

XVI. INTERPRETATION

In the event that any provision of these Articles is inconsistent with or in derogation of the Declaration, the terms and provisions of the Declaration shall be deemed to control.

IN WITNESS WHEREOF, the undersigned Incorporator has hereunto set his hand this 23 day of April, 2004.

/s/ JAMES G. HORVATH

ACKNOWLEDGMENT OF APPOINTMENT AS STATUTORY AGENT

JAMES G. HORVATH, having been designated to act as Statutory Agent of LA NARANJA MEDICAL CENTER OWNERS ASSOCIATION, INC., hereby consents to act in that capacity until his removal or resignation is submitted in accordance with the Arizona Revised Statutes.

/s/ JAMES G. HORVATH
EXPEDITED AZ CORP COMMISSION
FOR THE STATE OF AZ FILED 2004
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