

JUL 10 2000

BY Jeri Little
DATE 7/13/2000

CERTIFICATE OF AMENDMENT AND RESTATEMENT
OF
ARTICLES OF INCORPORATION
OF
GRANDVIEW ESTATES COMMUNITY ASSOCIATION

Pursuant to the provisions of A.R.S. §§ 10-11006 and 10-11007, GRANDVIEW ESTATES COMMUNITY ASSOCIATION, an Arizona non-profit corporation, hereby adopts the following Amended and Restated Articles of Incorporation and certifies as follows:

FIRST: The name of the non-profit corporation is currently GRANDVIEW ESTATES COMMUNITY ASSOCIATION.

SECOND: The Articles of Incorporation are amended and restated as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

THIRD: The Amended and Restated Articles of Incorporation were adopted by the board of directors of the Association on July 5, 2000, in the manner prescribed by Arizona General Corporation Law.

FOURTH: The Amended and Restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments thereto in their entirety.

DATED: July 5, 2000

GRANDVIEW ESTATES COMMUNITY
ASSOCIATION, an Arizona non-profit corporation



Carl Mulac, President

EXPEDITED
AZ CORP COMMISSION
FILED

OCT 25 4 31 PM '00

ARTICLES OF AMENDMENT

TO THE

APPR
DATE
TERM
DATE

Donna Green
10/25/2000

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

GRANDVIEW ESTATES COMMUNITY ASSOCIATION

0891598-6

Pursuant to the provisions of A.R.S. § 10-11006, GRANDVIEW ESTATES COMMUNITY ASSOCIATION, an Arizona non-profit corporation (the "Corporation") hereby adopts the following Articles of Amendment to the Articles of Incorporation and certifies as follows:

FIRST: The name of the Corporation is GRANDVIEW ESTATES COMMUNITY ASSOCIATION.

SECOND: Article IV Class B (a) of the Articles of Incorporation shall be amended in its entirety to read as follows:

- (a) "The date seventy-five percent (75%) of the Lots are owned by Class A Members;"

THIRD: The Amendment to the Articles of Incorporation was approved by the Declarant and adopted by the Board of Directors of the Corporation as of October 17, 2000, in the manner prescribed by Arizona Law. Approval by the Members is not required.

DATED as of October 17, 2000.

GRANDVIEW ESTATES COMMUNITY ASSOCIATION, an Arizona non-profit corporation

By: *AM*
Its: President

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
GRANDVIEW ESTATES COMMUNITY ASSOCIATION

THESE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF GRANDVIEW ESTATES COMMUNITY ASSOCIATION (the "Amended Articles") are effective as of the 5th day of July, 2000.

RECITALS

A. On October 20, 1999, the Grandview Estates Community Association filed its original Articles of Incorporation of the Grandview Estates Community Association, dated October 14, 1999 (the "Original Articles"), with the Arizona Corporation Commission.

B. These Amended Articles are intended to revise, restate and supersede in their entirety the provisions of the Original Articles and have been duly approved and authorized by the Board of Directors of the Grandview Estates Community Association in accordance with Arizona law and the terms of the Original Articles.

The undersigned hereby voluntarily set forth the following statements for the purpose of forming a nonprofit corporation under and pursuant to the laws of the State of Arizona, and for that purpose hereby adopt these Amended and Restated Articles of Incorporation.

ARTICLE I
NAME

The name of the corporation is Grandview Estates Community Association, an Arizona, non-profit corporation, hereinafter called the "Association".

ARTICLE II
KNOWN PLACE OF BUSINESS

The address of the Association's known place of business is 6710 North Scottsdale Rd, Suite 150, Scottsdale, Arizona 85253, but other offices may be established and maintained at such other places as the Board of Directors may designate from time to time.

ARTICLE III
PURPOSE AND INITIAL BUSINESS

The Association is organized and shall be operated as a nonprofit corporation for the purposes set forth in the AMENDED AND RESTATED COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS FOR GRANDVIEW ESTATES, as may be amended (the "Declaration"), recorded in the official records of Maricopa County, State of Arizona, and for conducting any or all lawful affairs for which corporations may be incorporated under Arizona law in connection with the development known as "Canyon Oakes Estates" (the "Property"). Standard Pacific of Arizona, Inc., a Delaware corporation, is referred to herein as a "Declarant".

The Association shall not engage in any other business or activity, except as set forth herein and in the Bylaws of the Association (the "Bylaws"). Notwithstanding any other provisions of these Articles, the Association shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization qualifying under Section 528 or, if the Association so elects, Section 501(c)(4) of the Internal Revenue Code of 1986, as the case may be.

The Association does not contemplate pecuniary gain or profit to the members thereof, and the members shall have no individual interest in the profits of the Association, if they are generated.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

The Association shall have members in accordance with the terms of the Declaration (the "Members") and their voting rights shall be as provided in the Declaration. It is hereby acknowledged that the Declaration may be amended from time to time to change the qualifications and requirements of Members and their respective voting rights. Pursuant to the terms of the Declaration, the Association shall have two (2) classes of Members, as follows:

Class A. Class A Members shall be all Owners, except that until the conversion of Declarant's Class B membership to Class A membership as provided below, Declarant shall be a Class B Member, not a Class A Member. Subject to the authority of the Board to suspend an Owner's voting rights in accordance with the provisions hereof, a Class A Member shall have one vote for each Lot owned by such Member; and

Class B. The Class B Member shall be the Declarant. The Declarant shall be entitled to three (3) votes for each Lot owned by Declarant. Declarant shall have the right, at any time and from time to time, to assign all or any part of its voting rights appurtenant to its Class B membership (as well as all or any other rights appurtenant thereto) to one or more Persons acquiring, for purposes of

development and sale, including a Designated Builder, any part of the Property. Further, Declarant shall have the right, at any time and from time to time, to designate an individual or individuals to exercise Declarant's voting rights (whether appurtenant to Class A or Class B membership); provided, however, that such designation shall not act as an assignment by Declarant of its membership or voting rights hereunder. Subject to the terms of the Declaration, the Class B membership automatically shall cease and be converted to a Class A membership upon the happening of the first of the following events: (a) the date which is 90 days after the date upon which the total number of votes of the Class A Members equals the total number of votes of the Class B Member; (b) the date which is ten (10) years after the date the Declaration is recorded in the official records of Maricopa County, State of Arizona; or (c) the date of which Declarant records a written notice in the official records of Maricopa County, State of Arizona electing to convert the Class B membership to a Class A membership.

ARTICLE V BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors (the "Board") which shall possess all of the rights, powers, privileges, duties and obligations assigned to the Board in the Declaration. The Board shall consist of not less than three (3) Members (a "Director"). Except for Directors appointed by the Declarant, each Director shall be an Owner of a Lot or, if an Owner is a corporation, partnership, trust or other legal entity, the Director may be a representative thereof. Declarant shall appoint the Directors at each annual meeting until its Class B membership is converted into a Class A membership in accordance with the terms of the Declaration.

Until the first annual meeting of the Members and until their successors are designated or elected or qualified, the following persons shall constitute the Board:

Carl Mulac
6710 North Scottsdale Rd., Suite 150
Scottsdale, Az 85253

Tim Little
6710 North Scottsdale Rd., Suite 150
Scottsdale, Az 85253

Mike Stanko
6710 North Scottsdale Rd., Suite 150
Scottsdale, Az 85253

ARTICLE VI OFFICERS

The affairs of the Association shall be administered by officers elected by the Board at its first meeting following each annual meeting of the Members, or at other meetings called for such purpose. The principal officers of the Association shall be a president, a vice president, a secretary and a treasurer. The officers shall have the rights and duties set forth in the Bylaws.

ARTICLE VII ELIMINATION OF DIRECTOR LIABILITY

To the fullest extent permitted by Arizona law as the same exists or may be hereafter amended, no Director shall be liable to the Association or its Members for monetary damages for any action taken or any failure to take any action as a Director. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or failure to act of a Director occurring prior to such repeal, amendment or modification.

ARTICLE VIII INDEMNIFICATION

To the fullest extent permitted by the Arizona Revised Statutes as the same exist or may be hereafter amended, the Association shall indemnify and advance expenses to any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer or director of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, limited liability company, trust or other entity. The foregoing indemnification and advancement of expenses shall be mandatory in all circumstances in which the same are permitted by law. No repeal, amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effect with respect to any matter giving rise to indemnification and advancement of expenses occurring prior to such repeal, amendment or modification.

ARTICLE IX DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than sixty-seven percent (67%) of Class A Members. Notwithstanding the foregoing sentence, so long as a Class B membership exists, the Association may only be dissolved with the assent given in writing and signed by Declarant, which may be withheld in Declarant's sole and absolute discretion. Upon dissolution of the Association, other than incident to a merger or consolidation, no part of the remaining assets of the Association, after discharge of all corporate liabilities, shall inure to the private profit, benefit or advantage of any current or past Member.

Director or officer, but the whole of such remaining assets of the Association shall be distributed exclusively to an organization then subject to and qualifying under Section 528 of the Internal Revenue Code of 1986, or to a public body (to the extent permitted under Section 528) as the Association shall elect.

ARTICLE X STATUTORY AGENT

The name and address of the Association's initial Statutory Agent is Barbara M. Nieves, c/o Standard Pacific of Arizona, Inc., 6710 N. Scottsdale Road, #150, Scottsdale, AZ 85253, is hereby appointed Statutory Agent of the Association upon whom all notices and process, including summons, may be served. The Board may revoke the appointment of such agent at any time and shall have the power to fill any vacancy.

ARTICLE XI DURATION

The duration of the Association shall be perpetual.

ARTICLE XII CONFLICT WITH DECLARATION

To the extent that these Articles shall be contrary to, inconsistent with, or more permissive than the provisions of the Declaration dealing with the same subject, or laws, rules, and regulations applicable to the Association, these Articles shall be considered superseded by the Declaration or such laws.

ARTICLE XIII
AMENDMENTS

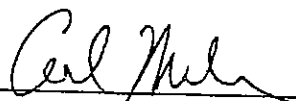
Subject to the provisions of Article XIII hereof, so long as any Class B membership still exists, any proposed amendment of the Articles needs to be approved by the Declarant prior to its adoption, which may be withheld in its sole and absolute discretion. After the date in which all Class B memberships are converted into Class A memberships, the Association may, at any regular or special meeting called for such purpose, amend, alter, or repeal any provision hereof by the affirmative vote of sixty-seven percent (67%) of each membership class then entitled to vote in person or by proxy, and upon ten (10) days prior written notice to all first mortgagees who have previously notified the Association in writing, to be notified of any amendment to the Articles and, if required by law, after publications in a newspaper having general circulation in Maricopa County, Arizona. Notwithstanding any foregoing provision, the Articles may not be amended at any time (either before or after the date in which all of the Class B memberships are converted to Class A memberships) to diminish any of the rights of the Declarant under these Articles, the Bylaws of the Association, or the Declaration, including, but not limited to, Declarant's liability limitations as set forth in Article VII hereof, without the express written consent of Declarant, which may be withheld in its sole and absolute discretion.

ARTICLE XIV
FHA/VA APPROVALS

As long as there is a Class B membership, the following actions shall require the prior written approval, to the extent then required by applicable regulations of the Veterans Administration or Federal Housing Administration, of the Federal Housing Administration or the Veterans Administration:

1. The annexation of additional properties;
2. A merger or consolidation to which the Association is a party;
3. The mortgage or dedication of all or part of the Common Area, as defined in the Declaration;
4. The dissolution of the Association; or
5. The amendment of these Articles.

Whenever the approval of the Federal Housing Administration or the Veterans Administration is required under this Article, such approval shall be deemed given unless a disapproval or statement requesting additional time is issued by such agency to the Association within thirty (30) days following submission to such agency.



President

CONSENT OF STATUTORY AGENT
OF
GRANDVIEW ESTATES COMMUNITY ASSOCIATION

The undersigned, having been named in the Amended and Restated Articles of Incorporation of Grandview Estates Community Association, as its statutory agent for the State of Arizona, hereby confirms that it has been notified of the appointment and that it accepts the appointment.

DATED: as of July 5, 2000.

By: Barbara M Nieves
Barbara M. Nieves