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File No.: B20250001103

Date Filed: 2/25/2025

ARTICLES OF INCORPORATION**ARTICLE I****NAME**

The name of the Corporation shall be Birtcher Center at Bellegrave Owners' Association, a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law (hereinafter the "Association").

ARTICLE II**STREET ADDRESS; MAILING ADDRESS**

The street address and mailing address is 2 Seaport Lane, 15th Floor, Boston, Massachusetts 02210.

ARTICLE III**DURATION**

The duration of the Corporation shall be perpetual.

ARTICLE IV**DEFINITIONS**

Unless otherwise defined herein, each of the capitalized terms used in these Articles of Incorporation shall have the same meaning as the meaning ascribed to it in the Declaration of Covenants, Conditions, Easement and Restrictions for Birtcher Center at Bellegrave to be recorded in the Public Records of Riverside County, California ("Declaration") or, if not defined in the Declaration, the meaning defined in the California Corporations Code (the "Act"). If a term is not defined in these Articles of Incorporation, the Declaration, or the Act, then the plain meaning dictated by the context shall apply.

ARTICLE V**COMMENCEMENT OF CORPORATE EXISTENCE**

The corporate existence of the Association shall commence at the time these Articles of Incorporation are filed by the Secretary of State of the State of California.

ARTICLE VI**PURPOSES AND POWERS**

The Association is not organized for pecuniary profit or financial gain, and no part of the Association's assets or income shall inure to the benefit of any Director, Officer, or Member of the Association except as may be authorized by the Board of Directors in accordance with the terms and provisions of the Bylaws of the Association with respect to compensation of Directors,

Officers or Members of the Association for the rendition of unusual or exceptional services to the Association.

This corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.

ARTICLE VII BOARD OF DIRECTORS

1. NUMBER AND QUALIFICATIONS. The business and affairs of the Association shall be managed and governed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be three (3). The number of Directors may be increased or decreased from time to time in accordance with the Bylaws of the Association, but in no event shall there be fewer than three (3) Directors. Directors need not be Members of the Association. Until the first annual meeting of the Members of the Association to elect Directors, held at such time as required by law (the "Initial Member Meeting"), all three (3) Directors shall be appointed solely by and shall serve at the pleasure of the Declarant.

2. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

3. ELECTION; REMOVAL. Directors of the Association shall be elected at the Annual Meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

4. TERM OF INITIAL DIRECTORS. The Members shall appoint the members of the first Board of Directors who shall hold office for the periods described in the Bylaws.

ARTICLE VIII TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or Officers or between the Association and any other corporation, partnership, association or other organization in which one or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason or solely because the officer or Director is present at, or participates in, meetings of the Board or committee thereof which authorized the contract or transaction, or solely because said Officer's or Director's votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE IX
OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in the Bylaws. The Members shall appoint the members of the first Board of Directors who shall hold office for the periods described in the Bylaws. Thereafter, the Officers shall be elected by the Board of Directors of the Association at its first meeting following the Annual Meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal of Officers, for filling vacancies and for the duties of the Officers.

ARTICLE X
MEMBERSHIP AND VOTING

1. MEMBERSHIP. Every person or entity who is an Owner as defined in the Declaration shall be a Member of the Association. Any person or entity who holds an interest in any Tract merely as security for the performance of an obligation shall not be a Member of the Association unless and until such holder of a security interest acquires title pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure. Membership shall be appurtenant to and may not be separated from ownership of any Tract which is subject to assessment by the Association. Each Owner shall become a Member of the Association automatically upon title to the Tract being conveyed by deed to such Owner and upon the recording of said deed among the Public Records of Riverside County, California, or upon a transfer of title by operation of law. Transfer of membership shall be established by the recording among the Public Records of Riverside County, California, of a general or special warranty deed or other instrument establishing a record title to a Tract, the Owner or Owners designated by such instrument thereby becoming a Member or Members of the Association and the membership of the prior Owner or owners thereupon being terminated.

2. VOTING. All votes shall be cast by Members in accordance with Article II of the Declaration as the same may be amended from time to time.

ARTICLE XI
AMENDMENT

Amendments to these Articles shall be proposed in the following manner:

1. So long as Declarant is an Owner of any Lot within the Property, amendments or modifications shall be effective only when executed by Declarant and when recorded in the Official Records of Riverside County, California. Thereafter, these Articles may be amended only by the affirmative vote or written consent of either a majority of the Board of Directors or by not less than two-thirds (2/3) of the Owners.

2. Any amendment or modification that requires the vote and written consent of the Owners shall be effective when executed by such Owners and recorded in the Official Records of Riverside County, California.

ARTICLE XII
BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE XIII
INDEMNIFICATION

1. INDEMNITY. The Association shall indemnify, hold harmless and agrees to defend any person (hereinafter referred to as "Indemnatee") who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless such Indemnatee was grossly negligent or acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, that such Indemnatee had reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person was grossly negligent or that he acted willfully or wantonly in disregard of the interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
2. AGREEMENT TO DEFEND. Except where indemnification is not required pursuant to Article XIII, Section 1, to the extent that a Director, Officer, employee or agent of the Association is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Director, Officer, employee or agent of the Association, the Association hereby agrees to defend and provide counsel to such Indemnatee and shall advance all attorneys' fees and costs at all pretrial, trial and appellate levels. In the event retainers for attorneys' fees and/or costs are necessary to be provided, the Association shall advance such retainers, as well as having full responsibility for payment of attorneys' fees and costs that may be billed or otherwise become due during the pendency of any action, suit or proceeding or in advance of same in the event such action, suit or proceeding is threatened. The Indemnatee shall have the right of approval of any attorneys proposed to represent said Indemnatee. The agreement to defend provided for in this section shall be in addition and not in lieu of such other rights of reimbursement, indemnification and hold harmless provisions existing under this Article or any other provisions of the Articles and Bylaws of the Association, the Declaration and as elsewhere provided by law.
3. EXPENSES. To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys, fees and appellate attorneys fees)

actually and reasonably incurred by him in connection therewith. Any costs or expenses incurred by the Association in implementing any of the provisions of this Article XIII shall be fully assessable against Owners as Special Assessments of the Association.

4. ADVANCES. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding, as provided hereinabove, by or on behalf of the affected Director, Officer, employee or agent to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized in this Article XIII, in which event, the Indemnitee shall reimburse the Association for all attorneys' fees and costs advanced by it on behalf of the Indemnitee.

5. MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, California law, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

6. INSURANCE. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent 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, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

7. AMENDMENT. Anything to the contrary herein notwithstanding, the provisions of this Article XIII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIV SELF DEALING, VALIDITY OF AGREEMENT AND WAIVER OF CLAIMS

1. SELF DEALING. No contract, agreement or undertaking of any sort between or among the Association, Directors, Officers, or Members shall be invalidated or affected by reason that any of them are financially interested in the transaction or that they are employed by the Association or by any Member.

2. VALIDITY OF AGREEMENT. No contract, agreement or undertaking of any sort between the Association and any entity or individual shall be invalidated or affected by reason that the Association, its Directors, Officers, and Members, or their agents or employees hold a financial interest in or with the individual or entity.

3. WAIVER OF CLAIMS. By acquisition of a Tract, or any interest therein, within the Property, each and every individual or entity, of whatsoever kind or nature, thereby waives any claim for damages or other relief grounded in tort, contract or equity arising out of the negotiation, execution, performance and enforcement of contracts, agreements or undertakings

described above, that may accrue at the time of purchase or thereafter against the Association, its Directors, Officers, Members, or its agents or employees, except in instances relating to the enforcement of the Declaration or Bylaws or in instances of fraud, gross negligence, or intentional misconduct.

ARTICLE XV
DISSOLUTION

The Association may be dissolved by a unanimous vote of the Members at any regular or special meeting; provided, however, that the proposed action is specifically set forth in the notice of any such meeting. In the event of the dissolution of this Association or any successor entity hereto, all Association property and maintenance obligations attributable to the Association shall be transferred to either a successor entity or an appropriate governmental body for the purposes of continuing the maintenance responsibilities originally performed by the Association or its successors in accordance with the terms and provisions of the Declaration. In the event the Association is dissolved, the Surface Water Management System shall be conveyed to an agency of local government determined to be acceptable by the Water Management District. If the local government declines to accept the conveyance, the Surface Water Management System shall be dedicated to a similar non-profit corporation.

ARTICLE XVI
INITIAL REGISTERED AGENT

The name of the initial registered agent of the Association is C T Corporation System.

ARTICLE XVII
CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, with respect to interpretation of these Articles, the Bylaws and the Declaration, the provisions of the Declaration shall prevail; in the event of any irreconcilable conflict between these Articles and the Bylaws, the provisions of these Articles shall prevail.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on this 25th day of February, 2025.



Neal K. Sharma, Incorporator

B3425-1231 02/25/2025 4:13 PM Received by California Secretary of State