

EXPEDITED
AZ CORP COMMISSION
FILED

2001 JUN -4 P 12:10

APPR Walter Chene
DATE APPR 6-4-01

TERM _____
DATE _____ TIME _____

0991283-7

ARTICLES OF INCORPORATION

OF

THE VILLAGES AT QUEEN HOMEOWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION
OF
THE VILLAGES AT QUEEN CREEK HOMEOWNERS ASSOCIATION, INC.
an Arizona nonprofit corporation

The undersigned, all of whom are of legal age, hereby voluntarily set forth the following statements for the purpose of forming a non-profit corporation under and pursuant to the laws of the State of Arizona, and for that purpose hereby adopt these Articles of Incorporation.

ARTICLE I
NAME

The name of the corporation is The Villages at Queen Creek Homeowners Association, Inc. (the "Association").

ARTICLE II
DURATION

The time of commencement of this corporation shall be the date upon which these Articles are filed with the Arizona Corporation Commission and the duration shall be perpetual unless The Villages at Queen Creek Homeowners Association, Inc. is dissolved.

ARTICLE III
PURPOSE OF THE ASSOCIATION

The object and purpose for which this Association is organized is to provide for the management, maintenance, operation, replacement and repair of the Common Area; the preservation, architectural control and enforcement of covenants, conditions and restrictions; to promote the health, safety and welfare of the Owners; and to have and exercise any and all powers, rights and privileges on the real property described in the Declaration of Covenants, Conditions and Restrictions for The Villages at Queen Creek Homeowners Association, Inc., recorded in the Records of the Maricopa County Recorder and all rights imposed on or granted to the Association by the Project Documents.

In furtherance of and in order to accomplish the foregoing object and purpose, the Association may transact any or all lawful business for which nonprofit corporations may be incorporated under federal and state law and exercise any and all powers, rights and privileges for which a corporation organized under the non-profit corporation statutes of the State of Arizona may now or hereafter have or exercise.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board composed initially of one (1) Director. As long as there is a Class B Membership, the Director shall not be required to be a Member of the Association. The number of Directors may be changed as set forth in the Bylaws of the Association. The name and address of the person who is to act in the capacity of Director until the selection of his successor or successors is:

Name

Mailing Address

M. Joe Bayer

2999 North 44th Street, Suite 200
Phoenix, AZ 85018.

ARTICLE IX
LIMITATION ON LIABILITY OF DIRECTORS

A director of this corporation shall not be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director. This article shall not eliminate or limit the liability of a director for any conduct described in clauses (a) through (c) of Section 10-1029 (A) (8), Arizona Revised Statutes as amended. If the Arizona Revised Statutes are amended to authorize further elimination or limitation of the liability of directors of non-profit corporations, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Arizona Revised Statutes as so amended. Any repeal or modification of this article shall not increase the liability of a director of the corporation arising out of acts or omissions occurring before the repeal or modification becomes effective.

To the extent it has the power to do so under federal and state law, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Association, by reason of fact that he is or was a member, director, officer, employee or agent of the Association or is or was serving at the request of the Association as a member, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses including attorneys' fees, and against judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such actions, suit or proceeding if his action or omission was made in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful. Indemnification of any such person shall be made in accordance with the procedures set forth in the Arizona Revised Statutes.

ARTICLE X
LIMIT OF LIABILITY

The private property of each and every officer, director and member of the Association shall at all times be exempt from all debts and liabilities of the corporation.

ARTICLE XI
SEVERABILITY

If any provision of these Articles or the Bylaws should be invalid for any reason, such invalidity shall in no way effect any other provisions, which shall remain in full force and affect.

ARTICLE XII
MEMBERSHIP AND VOTING RIGHTS

Membership in the Association shall be limited to Owners of Lots. Each Owner shall have such rights, privileges and votes in the Association as are set forth in the Community Documents. The corporation will have members.

ARTICLE XIII BYLAWS

The Board of Directors shall adopt the initial Bylaws of the Association. The power to alter, amend or repeal, the Bylaws is reserved to the Members except that the Board, without a vote of the Members, may amend the Bylaws in order to conform the Bylaws to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project, the Plat or the Community Documents is required by law or requested by the Declarant. So long as there is a Class B membership in the Association, any amendment of the Bylaws must, to the extent then required by applicable regulations of the Veterans Administration and Federal Housing, be approved by the Veterans Administration or the Federal Housing Administration. Whenever the approval of the Federal Housing Administration or the Veterans Administration is required under this Section, such approval shall be deemed given unless a disapproval or statement requesting additional time is issued by such agency to the Association within thirty days following submission to such agency.

ARTICLE XIV DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by Owners representing not less than seventy-five (75%) of the authorized votes of each class of the Association membership. 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, as the Board of Directors shall determine. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, or assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose as the Board of Directors shall determine.

ARTICLE XV AMENDMENTS

These Articles may be amended by Members representing at least seventy-five percent (75%) of the total authorized votes entitled to be cast by Members of the Association; provided, however, that the Board, without a vote of the Members, may amend these Articles in order to conform these Articles to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project, the Plat or the Community Documents is required by law or requested by the Declarant.

Notwithstanding anything contained herein to the contrary, the number of directors, the known place of business, and the statutory agent may be changed by amendment of the Bylaws of the Association.

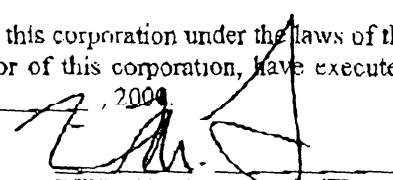
ARTICLE XVI
DEFINED TERMS

Capitalized terms used in these Articles without definition shall have the meanings specified for such terms in the Declaration of Covenants, Conditions and Restrictions for The Villages at Queen Creek Homeowners Association, Inc. In the event of a conflict or inconsistency between these Articles and the Declaration, the provisions of the Declaration shall control.

ARTICLE XVII
FHA/VA APPROVAL

So long as there is a Class B membership, the following actions will require, to the extent then required by applicable regulations of the Veterans Administration and Federal Housing Administration, the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties other than annexation of annexable properties described in the Declaration as not requiring consent, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles. Whenever the approval of the Federal Housing Administration or the Veterans Administration is required under this Section, such approval shall be deemed given unless a disapproval or statement requesting additional time is issued by such agency to the Association within thirty days following submission to such agency.

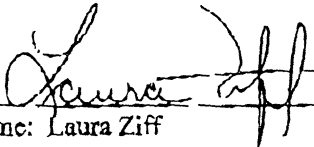
In witness whereof, for the purpose of forming this corporation under the laws of the State of Arizona, I the undersigned, constituting the Incorporator of this corporation, have executed these Articles of Incorporation this 21st day of May, 2004.


Wilford M. Farnsworth, III

STATUTORY AGENT CONSENT

The undersigned, having been designated to act as Statutory Agent for The Villages at Queen Creek Homeowners Association, Inc. hereby consents to act in that capacity until removed or resignation is submitted.

Date: 5/29, 2001


Name: Laura Ziff
Associated Asset Management