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THE RECORD REPORTER

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1505 N CENTRAL AVE #200, PHOENIX, AZ 85004-1725
Telephone (602) 417-9900 / Fax (602) 417-9910

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ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

RR# 991062

ARTICLES OF INCORPORATION
OF
VAL VISTA CLASSIC, PARCEL 3,
CONDOMINIUM ASSOCIATION

ARTICLE I

NAME
The name of the corporation is Val Vista Classic, Parcel 3, Condominium Association (the "Association").

ARTICLE II

DEFINED TERMS

Capitalized terms used in these Articles without definition shall have the meanings specified for such terms in the Arizona Condominium Act, A.R.S. §33-1201, et seq., (the "Condominium Act") and in the Condominium Declaration for Val Vista Classic, Parcel 3, Condominium recorded or to be recorded in the official records of the County Recorder of Maricopa County, Arizona, as amended from time to time (the "Condominium Declaration").

ARTICLE III

KNOWN PLACE OF BUSINESS

The street address of the known place of business for the Association is 890 W. Elliot Road, Gilbert, Arizona 85233.

ARTICLE IV

STATUTORY AGENT

Phillip Christensen, whose address is 890 W. Elliot Road, Gilbert, Arizona 85233, and who is a resident of the State of Arizona, is hereby appointed and designated the initial statutory agent for the Association.

ARTICLE V

CHARACTER OF BUSINESS

The Association is organized as a nonprofit corporation under the Arizona Nonprofit Corporation Act. The character of the business which the Association intends to conduct in Arizona is to (a) constitute the Association referred to in the Condominium Declaration; (b) provide for the management, maintenance and care of the Common Elements; and (c) exercise and perform such other powers and duties as are imposed upon or granted to the Association under the Condominium Act and the Condominium Documents.

ARTICLE VI

MEMBERSHIP AND VOTING

RIGHTS

The Members of the Association shall be Unit Owners. All Unit Owners shall be mandatory members of the Association, and no Member shall have the right to resign as a member of the Association. By acquiring fee title to or otherwise becoming the Unit Owner of a Unit, a Person consents to becoming a member of the Association. Each Unit Owner shall have such rights, privileges and votes in the Association as are set forth in the Condominium Documents. The provisions of the Condominium Declaration with respect to membership in the Association and the voting rights of the Members are hereby incorporated in these Articles by reference.

ARTICLE VII

BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors shall be

one (1). The name and address of the initial director of the Association who shall serve until his death, resignation or removal is as follows:

Name/Mailing Address
Reed Porter

890 W. Elliot Road
Gilbert, Arizona 85233

During the Period of Declarant Control, the minimum number of directors shall be one (1). After the expiration of the Period of Declarant Control, the board of directors shall initially consist of three (3) directors. The number of directors may thereafter be changed from time to time by the Board of Directors provided the minimum number of directors shall be three (3) and the maximum number of directors shall be nine (9) and provided further that the number of directors must always be an odd number. Following the Period of Declarant Control, all of the directors must be Unit Owners. 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 during the Period of Declarant Control, the Declarant, without the consent of any Unit Owner, may amend the Bylaws in order to: (a) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner; (b) correct any error or inconsistency in the Bylaws if the amendment does not adversely affect any Unit Owner; or (c) comply with the regulations or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration.

ARTICLE VIII

OFFICERS

The following persons shall be the initial officers of the Association and shall hold the positions opposite their names until the first annual meeting of the Association and until their successors have been elected and qualified:

Name / Position
Reed Porter President
Joel Huston Vice President
Phillip Christensen
Secretary/Treasurer

ARTICLE IX

LIMITATION ON LIABILITY OF DIRECTORS

The personal liability of a director of the Association to the Association or its members for money damages for any action taken or any failure to take any action as a director is hereby eliminated to the fullest extent permitted by the Arizona Nonprofit Corporation Act, as amended from time to time. Any repeal or modification of this Article IX shall be prospective only and shall not adversely affect the personal liability

AFFIDAVIT OF PUBLICATION

Reference #:

1288813-0

Notice Type: AI - ARTICLES OF INCORPORATION

Ad Description: VAL VISTA CLASSIC, PARCEL 3, CONDOMINIUM ASSOCIATION

I, Wendy Cooper, am authorized by the publisher as agent to make this affidavit. Under oath, I state that the following is true and correct.

THE RECORD REPORTER is a newspaper of general circulation published Monday, Wednesday and Friday except legal holidays, in the County of Maricopa, State of Arizona. The copy hereto attached is a true copy of the advertisement as will be/has been published on the following dates:

07/05/2006, 07/07/2006, 07/10/2006

Wendy Cooper

Subscribed and sworn to before me on the 10th day of July, 2006

Marcia Nohava



MARCIA NOHAVA
Notary Public - Arizona
Maricopa County
Expires 04/30/10

of a director or prior director for any act or omission occurring prior to the effective date of such repeal or modification.

ARTICLE X DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by Members holding not less than eighty percent (80%) of the total votes in the Association. So long as the Declarant owns one or more Units, the Association may not be dissolved without the prior written approval of the Declarant.

ARTICLE XI AMENDMENTS

These Articles may be amended by Members holding at least sixty-seven percent (67%) of the total votes in the Association, except that during the Period of Declarant Control the Declarant shall have the right to amend these Articles in order to: (a) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner; (b) correct any error or inconsistency in the Bylaws if the amendments does not adversely affect any Unit Owner; or (c) comply with the requirements or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration. Any amendment to these Articles must be approved in writing by the Declarant so long as the Declarant owns one or more Units. Any amendment to these Articles shall require the prior written approval of the Master Association, with such approval not to be unreasonably withheld.

ARTICLE XII INDEMNIFICATION

The Association shall indemnify any person made a party to any civil suit or criminal, administrative or investigative action, other than an action by or in the right of the Association, by reason of the fact that he is or was a member, director, officer, employee or agent of the Association against expenses, including attorneys' fees, and judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, if he acted, or failed to act, in good faith and he reasonably believed: (a) in the case of conduct in an official capacity with the Association, that the conduct was in its best interest, (b) in all other cases, that the conduct was at least not opposed to its best interests, and (c) in the case of any criminal action or proceeding, that he had no reasonable cause to believe the conduct was unlawful. Any indemnification of the members, directors, officers, employees or agents of the Association shall be

governed by and made in accordance with the Arizona Nonprofit Corporation Act. Any repeal or modification of this Article XII shall be prospective only and shall not adversely affect, defeat or limit the right of any person to indemnification for any act, or failure to act, occurring prior to the effective date of such repeal or modification prospective only and shall not adversely affect, defeat or limit the right of any person to indemnification for any act, or failure to act, occurring prior to the effective date of such repeal or modification.

ARTICLE XIII DURATION

The Association shall exist perpetually.

ARTICLE XIV INCORPORATOR

The name and address of the incorporator of this Association is:

Name/Address
Reed Porter
890 W. Elliot Road
Gilbert, Arizona 85233

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation for Val Vista Classic, Parcel 3, Condominium Association this 25th day of May, 2006.

/s/Reed Porter, Incorporator
7/5, 7/7, 7/10/06

RR-991062#