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AZ CORPORATION COMMISSION
FILED

ARTICLES OF INCORPORATION

JUN 07 2006

FOR

FILE NO. 1290295⁵ **VISTA DE MONTANA COMMUNITY ASSOCIATION**
(an Arizona Nonprofit Corporation)

In compliance with the requirements of Section 10-3201, et seq., Arizona Revised Statutes, as amended, the undersigned, who is a person capable of contracting, states as follows:

ARTICLE I

Name; Nonprofit Status; Definitions

1.1 The name of the corporation is Vista De Montana Community Association, hereinafter called the "**Association**".

1.2 The Association is formed as a nonstock, nonprofit corporation under Arizona laws. The Association shall make no distributions of income to its members, directors or officers.

1.3 All capitalized terms used herein which are not defined shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Vista De Montana recorded in the office of the Maricopa County Recorder, as such declaration may be amended or supplemented from time to time (the "**Declaration**").

ARTICLE II

Statutory Agent

2.1 CT Corporation System, whose address is 3225 North Central Avenue, Suite 1600, Phoenix, Arizona, 85012, is the statutory agent of this Association whose signature is attached and a part hereof.

ARTICLE III

Address of the Association

3.1 The street address of the initial known place of business of the Association is 15111 North Pima Road, Suite 100, Scottsdale, Arizona, 85260.



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ARTICLE IV

Purpose, Character of Affairs, and Powers

4.1 The purposes for which the Association is organized, and the character of affairs which the Association initially intends to actually conduct in Arizona, are:

(a) to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the Bylaws of Vista De Montana Community Association, as such bylaws may be amended from time to time ("Bylaws"), and as provided by law;

(b) to serve as the governing body for all of the Owners of Lots and Parcels for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Covered Property, the assessment for the payment of expenses, payment of losses, disposition of casualty insurance proceeds and other matters as provided in the Governing Documents or otherwise necessary or appropriate to the proper functioning of the Association and the Covered Property; and

(c) the transaction of any or all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

4.2 The powers of the Association shall include and be governed by the following provisions:

(a) The Association shall have all of the common law and statutory powers conferred upon nonprofit corporations under Arizona law and all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws, or the Declaration, including, without limitation, the power:

(i) to fix, collect, and enforce payment, by any lawful means, of assessments, fees and other charges as set forth in the Declaration;

(ii) to manage, control, operate, maintain, repair, and improve property subject to the Declaration and any other property for which the Association by rule, regulation, covenant, or contract has a right or duty to provide such services;

(iii) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws;

(iv) to engage in activities which will actively foster, promote, and advance the common interests of all Owners of Lots and Parcels subject to the Declaration;

(v) to buy or otherwise acquire, sell, dedicate for public use, or otherwise dispose of, mortgage, or otherwise encumber, exchange, lease, own, hold, use, operate,



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and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association, subject to such limitations as may be set forth in the Declaration or Bylaws;

(vi) to borrow money for any purpose, subject to such limitations as may be contained in the Declaration or Bylaws;

(vii) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals; and

(ix) to adopt, alter, amend or repeal the Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, that the Bylaws or any amendment thereto may not be inconsistent with or contrary to any provisions of the Declaration or the Articles.

4.3 The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other rights and powers of the Association which may now or hereafter be permitted by law. The powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph of this Article.

ARTICLE V

Membership and Voting Rights

5.1 The provisions of the Declaration and the Bylaws pertaining to membership, classes of Members and voting rights of Members are incorporated in these Articles by reference. Without in any way limiting the forgoing statement, the Association shall be two (2) classes of membership, Class A and Class B. The Class B membership shall consist of the Declarant and the Class A membership shall consist of all other Owners of Lots or Parcels within the Covered Property. The Class B membership shall convert to Class A at such time and under such terms as is more specifically set forth in the Declaration. Each Owner's membership in the Association, except for Declarant as provided in the Declaration, shall be appurtenant to and may not be separated from ownership of the Lot or Parcel to which the Membership is attributable.



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ARTICLE VI**Board of Directors**

6.1 The number, qualifications and term of each of the Directors shall be provided in the Bylaws. The names and addresses of the persons elected to serve as the initial Directors, such persons to serve until the next annual meeting of Members or until their successors are elected and qualified, are:

John Dannan	15111 North Pima Road, Suite 100 Scottsdale, Arizona, 85260
Barbara Ditchey	15111 North Pima Road, Suite 100 Scottsdale, Arizona, 85260
Ryan Bettes	15111 North Pima Road, Suite 100 Scottsdale, Arizona, 85260

ARTICLE VII**Original Incorporator**

7.1 The original incorporator is Mike Brilz, whose address is 15111 North Pima Road, Suite 100, Scottsdale, Arizona, 85260.

ARTICLE VIII**Dissolution**

8.1 The Association may be dissolved only in accordance with the provisions of the Declaration and in accordance with the Arizona law. Any dissolution shall be approved in writing by the holders of not less than ninety (90%) percent of the total Class A votes in the Association, and the consent of the Declarant during the Declarant Control Period. Upon dissolution, other than incident to a merger or consolidation, the assets shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, the assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX**Limitation of Directors' Liability**

9.1 To the fullest extent that Arizona law, as it exists on the date hereof or as it may hereafter be amended, permits the limitation or elimination of the liability of directors, officers and committee members, no director, officer or committee member of the Association shall be

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personally liable to the Association or its Members for monetary damages for breach of duty of care, breach of fiduciary duty, or other duty as a director, officer or committee member. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director, officer or committee member of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

ARTICLE X

Indemnification: Insurance

10.1 The Association may indemnify any person against liability and expenses, including without limitation, attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably suffered or incurred by reason of the fact that he/she 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, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other entity, in all circumstances in which, and to the extent that, such indemnification is permitted by A.R.S. §§10-3851 and 10-3856, as such provisions may hereafter be amended or renumbered, or the analogous provision of any future Arizona nonprofit corporation code. Any indemnification hereunder shall be made by the Association only as authorized by the Board of Directors pursuant to A.R.S. §10-3855, as it may hereafter be amended or renumbered, or the analogous provision of any future Arizona nonprofit corporation code.

10.2 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, or was serving at the request of the Association as a director or officer, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such whether or not the Association would have had the power to indemnify him against such liability under this Article.

10.3 The indemnification herein above permitted shall not be exclusive of any rights to which any director or officer of the Association may otherwise be entitled to by law, including mandatory indemnification under A.R.S. §10-3852.

ARTICLE XI

Dispute Resolution

11.1 As more specifically set forth in the dispute resolution sections of the Declaration, the Association is limited in the manner in which it may bring civil actions. The procedures prescribed in the Declaration are in addition to and shall not be construed to conflict with any requirements under the laws of the State of Arizona.



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ARTICLE XII

Amendment

12.1 By Class B Member. Prior to termination of the Declarant Control Period, the Class B Member may unilaterally amend these Articles. Thereafter, the Class B Member may unilaterally amend these Articles at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots or Parcels; or (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots. So long as the Class B Membership exists, the Class B Member may unilaterally amend these Articles for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

12.2 By Members Generally. Except as provided above, these Articles may be amended only by the affirmative vote or written consent, or any combination hereof, of Voting Members representing 51% of the total Class A votes in the Association, and the consent of the Declarant so long as it holds a Class A or Class B Membership. In addition, the approval requirements set forth in the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

12.3 Validity of Amendments. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant, the Class B Member, or the assignee of such right or privilege.


ARTICLE XIII

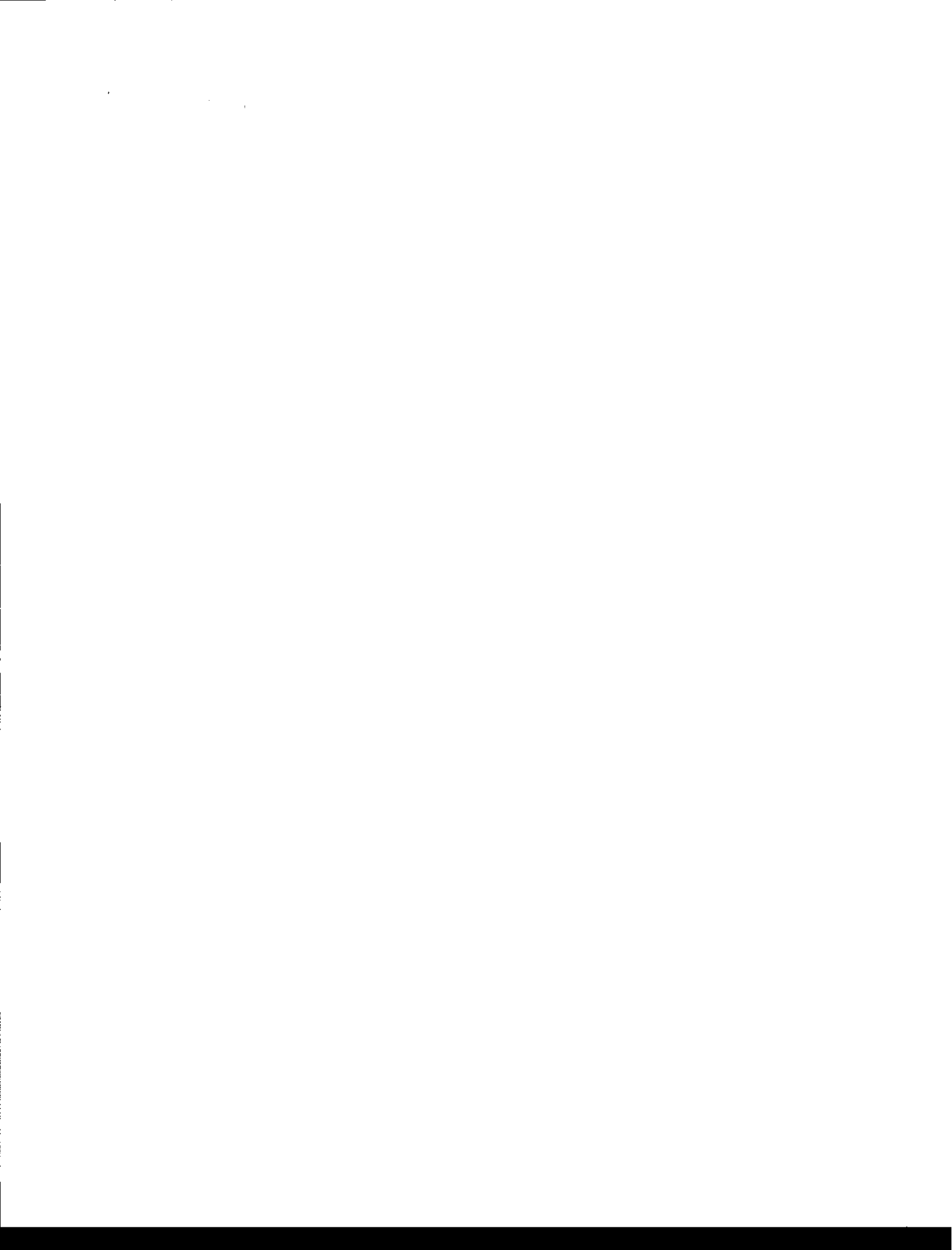
Conflicts

13.1 In the case of any conflict between the terms hereof and the Declaration, the Declaration shall always control, and in the case of a conflict with the Bylaws, these Articles of Incorporation shall control.

DATED: May 31, 2006

INCORPORATOR:


Mike Britz



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CONSENT OF STATUTORY AGENT

CT Corporation System, having been designated to act as Statutory Agent for Vista De Montana Community Association, hereby consents to act in that capacity until removed or its resignation is submitted.

DATED: 6-7-06

CT CORPORATION SYSTEM

By: [Signature]
Name: Terina Bates
Title: Asst. Secy



ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

-129095-5

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

NONPROFIT
CERTIFICATE OF DISCLOSURE
A.R.S. Section 10-3202.D.

Vista De Montana Community Association

EXACT CORPORATE NAME

- A. Has any person serving either by election or appointment as officer, director, trustee, incorporator in the corporation:
1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
 2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
 3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
 - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes _____ No X

B. IF YES, the following information MUST be attached:

1. Full name and prior name(s) used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

- C. Has any person serving either by election or appointment as an officer, director, trustee or incorporator of the corporation, served in any such capacity or held such interest in any other corporation which has been placed in bankruptcy or receivership or had its charter revoked, or administratively dissolved by any jurisdiction?

Yes _____ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name including alias and address of each person involved.
3. State(s) in which the corporation:
 - (a) Was incorporated.
 - (b) Has transacted business.
4. Dates of corporate operation.
5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency and the file or cause number of the case.

D. The fiscal year end adopted by the corporation is 12/31

Under penalties of law, the undersigned incorporators/officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY [Signature] DATE 5/31/06
TITLE Mike Briz, Incorporator

BY _____ DATE _____
TITLE _____

BY _____ DATE _____
TITLE _____

BY _____ DATE _____
TITLE _____

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. (If more than four incorporators, please attach remaining signatures on a separate sheet of paper.)

If within sixty days, any person becomes an officer, director, or trustee and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by all incorporators, or if officers have been elected, by a duly authorized officer.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0001 - Non-Profit
Rev: 4/04



**ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION
SUBMISSION COVER SHEET**

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Important: USE A SEPARATE COVER sheet for each document.

Are you filing: New Entity Change to existing Entity Re submission/Correction

Please Select AND Complete all the Appropriate Sections 1 through 10:
Regarding (Name/Proposed name for Corp/LLC):

1. Type in Name: VISTA DE MONTANA COMMUNITY ASSOCIATION

2. Filing Type: (Select Only One)
- Articles of Domestication\$100.00
 - Articles of Incorporation (P).....\$ 60.00
 - Articles of Incorporation (NP).....\$ 40.00
 - Articles of Organization.....\$ 50.00
 - Application For Authority (Business).....\$175.00
 - Application to Conduct Affairs (NP).....\$175.00
 - Application for New Authority\$175.00
 - Application for Registration.....\$150.00
 - Articles of Amendment.....\$ 25.00
 - Articles of Amendment & Restatement.....\$ 25.00
 - Articles of Correction.....\$ 25.00
 - Articles of Merger/Share Exchange.....\$100.00
 - Affidavit of Publication No Fee
 - Other: _____

4. Processing Type (Select One)

Expedited (\$35.00) (Priority service, Additional Fee Per Document) Completed as soon as possible. View current processing times at www.azcc.gov/corp

Regular View current processing times at www.azcc.gov/corp

5. Select Payment type:

- Check Amt _____ Check # _____
- Cash Amt _____
- MOD Amt 75.00 MOD # 1212
- No fee required

3. Extras:

- Certified Copies () (Qty @ \$5 each for Corps)
- Certified Copies () (Qty @ \$10 each for LLC's)
- Good Standing Certificate () (Qty @ \$10 ea.)
- Expedite Good Standing (\$35.00 extra)
- Expedite Certified Copies (\$35.00 extra)

RECEIVED

JUN 07 2006 Total Payment Type: \$ 75.00

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

7. Other Special Instructions: _____

8. SELECT ONE RETURN DELIVERY OPTION :

- Mail Pick Up Fax # 602-382-6070

9. The following individual should be called to pick up completed documents:

Pick-up by: _____	Date: _____
(FOR ACC USE ONLY. Do not fill in this box)	

Name/Service Co. SUSAN MONCATA Phone: 602-382-6838

10. Please respond promptly to phone messages. Documents will be mailed if they are not picked up in a timely manner - approximately two weeks. In that event, the documents should be mailed to the following address:

Firm Name: _____ Attn: _____

Address: _____

City, State, Zip: _____

10/10/10

**ARIZONA CORPORATION COMMISSION
TRANSMITTAL FOR FAX FILING**

1290295-5

TO: ARIZONA CORPORATION COMMISSION
Corporations Division
1300 West Washington
Phoenix, Arizona 85007

FAX NUMBER: 542-4100

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FROM: SNELL & WILMER L.L.P.
(Account Holder)

Advance Account Number 1212

Fax Number 382-6070

Contact Person: Susan Moncata

/ cc: Melody Ozaeta - 18S23

Telephone Number: 602-382-6838

Date: 6/7/06

Corporation Name: Vista De Montana Community Association

Client Matter Number: 23022.0289

Document Type: EXPEDITED Articles of Incorporation

Number of Pages (including transmittal): 10 *MS*

Please confirm the receipt of this document by marking and stamping the acknowledgment below and returning this page to the contact person listed above by facsimile transmission.

— The Corporation Commission hereby acknowledges receipt of the document type described herein.*

(Date Stamp)

Filing Fee(s) charged to your account in the amount of \$ _____

— There is a problem with your transmittal. Please call the undersigned at your earliest convenience. Thank you.

Examiner Technician: _____

Telephone: _____

* All documents are subject to review before filing.

1300 W. Washington, Phoenix, Arizona 85007/402 W. Congress Street, Tucson, Arizona 85701

S&W FAX CENTER: DELIVER COPY OF FAX REQUEST TO MELODY OZAETA, 18S23

RECEIVED

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ARIZONA CORP COMMISSION
CORPORATIONS DIVISION

