



THE RECORD REPORTER

- SINCE 1914 -

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

BARBARA BOLIN
BISKIND HUNT & MCTEE PLC
11201 N TATUM BLVD #330
PHOENIX, AZ - 85028

RR# 1008990

ARTICLES OF INCORPORATION
OF
AMARILLO CREEK COMMUNITY
MASTER ASSOCIATION

In compliance with the requirements of §10-3101, et seq. Arizona Revised Statutes, the undersigned, who is a person capable of contracting, does hereby certify:

ARTICLE I
NAME

The name of the corporation is Amarillo Creek Community Master Association (The "Association").

ARTICLE II
DEFINED TERMS

Capitalized terms used in these Articles of Incorporation without definition shall have the meanings specified for such terms in the Declaration of Covenants, Conditions, Restrictions and Easements for Amarillo Creek, as recorded in the official records of Pinal County, Arizona, as Fee No. 2006-061798, as the same may be amended from time to time (the "Declaration").

ARTICLE III
KNOWN PLACE OF BUSINESS

The known place of business of the Association is 8501 N. Scottsdale Road, Suite 260, Scottsdale, Arizona 85253.

ARTICLE IV
STATUTORY AGENT

Neil D. Biskind, P.C., whose address is 11201 North Tatum Boulevard, Suite 330, Phoenix, Arizona 85028, is hereby appointed and designated as the initial statutory agent for the Association.

ARTICLE V
PURPOSE OF THE ASSOCIATION

The object and purpose for which the Association is organized is to provide for the management, maintenance and care of the Common Area and other property owned by the Association or property placed under its jurisdiction and to perform all duties and exercise all rights imposed on or granted to the Association by the Declaration, these Articles and the Bylaws. In furtherance of, and in order to accomplish the foregoing object and purpose, the Association may transact any or all lawful business for which corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

ARTICLE VI
CHARACTER OF BUSINESS

The character of the business which the Association intends to conduct in Arizona is to provide for the management, maintenance and care of the Common Area and to exercise and perform such other powers and duties as are imposed on or granted to the Association by the Declaration, these Articles and the Bylaws.

ARTICLE VII
MEMBERSHIP AND VOTING RIGHTS

Membership in the Association shall be limited to Owners. The Declarant shall be a Member of the Association for so long as Declarant is the Owner of any Lot or Parcel in the Project. As provided in the Declaration, there initially will be two classes of

membership in the Association. Each Owner shall have such rights, privileges and votes in the Association as are set forth in the Declaration, these Articles and the Bylaws.

ARTICLE VIII
BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors shall be three (3). The names and addresses of the initial directors of the Association, who shall serve until the first annual meeting of the Members or until their successors are elected and qualified, are as follows:

Name Mailing Address
Kelly Hall 8501 N. Scottsdale Road, Suite 260, Scottsdale, AZ 85253.
Dan Zimmerman 8501 N. Scottsdale Road, Suite 260, Scottsdale, AZ 85253
Jeanie Wynn, 8501 N. Scottsdale Road, Suite 260, Scottsdale, AZ 85253.

The Board 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 Declarant, so long as the Declarant is the Owner of any Lot or Parcel, and thereafter the Board, without a vote of the Members, shall have the right to amend the Bylaws in order to: (i) correct any error or inconsistency in the Bylaws if the amendment does not adversely affect the rights of any Owner, and (ii) 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, Fannie Mae, the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal Housing Administration ("FHA") or the Veterans Administration ("VA"), whose approval of the Association documents or the Declaration is requested by the Declarant or the Association. So long as the Declarant owns any Lot or Parcel, any amendment of the Bylaws must be approved in writing by the Declarant.

ARTICLE IX
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:

Kelly Hall President
Dan Zimmerman Vice President
Jeanie Wynn Secretary / Treasurer

ARTICLE X
LIMITATION ON LIABILITY OF DIRECTORS

The personal liability of a director of the Association to the Association or its Members for monetary damages for breach of his or her fiduciary duties as a director is hereby eliminated to the extent permitted by the Arizona Nonprofit Corporation Act, as it may be amended from time to time.

ARTICLE XI
INDEMNIFICATION

AFFIDAVIT OF PUBLICATION

Reference #:

Notice Type: AI - ARTICLES OF INCORPORATION

Ad Description: 13038527 AMARILLO CREEK COMMUNITY MASTER ASSOCIATION

I, Annette Acosta, 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:

08/23/2006, 08/25/2006, 08/28/2006

Annette Acosta (handwritten signature)

Subscribed and sworn to before me on the 28th day of August, 2006

Wendy C. Cooper (handwritten signature)



WENDY C. COOPER
Notary Public - Arizona
Maricopa County
Expires 07/30/10

RECEIVED

AUG 28 2006

13038527

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 interests; (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 provisions of the Arizona Nonprofit Corporation Act.

**ARTICLE XII
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 each class of Members of the Association; provided, however, that the Declarant, so long as the Declarant owns any Lot or Parcel, and thereafter the Board, without a vote of Members, may amend these Articles in order to conform these Articles to the requirements or guidelines of Fannie Mae, the FHLMC, the FHA, the VA or any federal, state or local governmental agency whose approval of the Project the Declaration, Bylaws or these Articles is required by law or requested by the Declarant or the Association. So long as the Declarant owns a Class B Membership, any amendment to these Articles must be approved in writing by the Declarant.

**ARTICLE XIII
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by Owners representing not less than two thirds (2/3) of the total authorized votes entitled to be cast by the Members. 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 the Association was created. 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. So long as the Declarant is the Owner of any Lot or Parcel, any dissolution of the Association must be approved in writing by the Declarant.

**ARTICLE XIV
FHAVA APPROVAL**

To the extent that any first mortgages insured by the FHA or guaranteed by the VA are held on any of the Lots at the time of the following described actions, and to the extent that it is required by any regulations government FHAVA mortgages, until the termination of the Class B Membership, the following actions will require the prior approval of the FHA or the VA annexation of additional properties, mergers and consolidations mortgaging of Common Area, amendment of the Articles, and dissolution of the Association.

**ARTICLE XV
INCORPORATOR**

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

Name Mailing Address
Kelly Hall 8504 N. Scottsdale Road,
Suite 280, Scottsdale, AZ 85253
Dated this 2nd day of August, 2006.

8/23, 8/25, 8/28/06 /s/ KELLY HALL
RR-1008990#

RECEIVED

AUG 28 2006

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION