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THE RECORD REPORTER

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TOBIN HOFF & CONNEALY PLC
4250 N DRINKWATER BLVD #170
SCOTTSDALE, AZ - 85251

RR# 1180658

ARTICLES OF INCORPORATION OF HERRO PARK

COMMUNITY ASSOCIATION
In compliance with the requirements of §10-3201, et seq., Arizona Revised Statutes, as amended, the undersigned, states as follows:

ARTICLE I

NAME

The name of the Association is Herro Park Community 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 and Restrictions for Herro Park now or hereafter recorded in the records of Maricopa County, Arizona (the "Declaration").

ARTICLE III

PRINCIPAL OFFICE

The principal office of the Association shall be located at 8130 East Cactus Road, Suite 500, Scottsdale, Arizona 85260.

ARTICLE IV

STATUTORY AGENT

William P. Connealy, whose address is 4250 North Drinkwater Boulevard, Suite 170, Scottsdale, Arizona 85251, and who has been a bona fide resident of the State of Arizona for more than three (3) years, 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 this Association is organized is to provide for the management, maintenance, and care of the Areas of Association Responsibility and other property owned or to be 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 Community 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 Associations 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 Areas of Association Responsibility for the Herro Park project and to exercise and perform such other powers and duties as are imposed on or granted to the Association by the Community Documents.

ARTICLE VII

MEMBERSHIP

AND VOTING RIGHTS

Membership in the Association shall be limited to Owners of Lots with the Project and may only be transferred or terminated in conjunction with conveyance of the Lot. Membership rights may be suspended or limited if

a Member is in default under the Declaration. Each Owner shall have such rights, privileges and votes in the Association as are set forth in the Community Documents. There shall be two classes of members in the Association: Class A members, which shall include all Lot Owners, and the Class B member, which shall include the Declarant. Transfer of a Class A or Class B membership shall be pursuant to the provisions set forth in the Declaration.

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:

David Naime,
8130 East Cactus Road,
Suite 500,
Scottsdale, Arizona 85260
Robert Hunt,
8130 East Cactus Road,
Suite 500,
Scottsdale, Arizona 85260
Ryan Kapci,
8130 East Cactus Road,
Suite 500,
Scottsdale, Arizona 85260

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:

Ryan Kapci, President
David Naime, Secretary
Robert Hunt, Treasurer

ARTICLE X

LIMITATION ON LIABILITY OF DIRECTORS AND OFFICERS

The personal liability of a director or officer of the Association to the Association or its Members for monetary damages for breach of his or her fiduciary duties as a director or officer is hereby eliminated to the extent permitted by the Arizona Nonprofit Corporation Act, as it may be amended from time to time. Subject to the provisions of this Article X and the Arizona Nonprofit Corporation Act, the Association shall indemnify, defend and hold harmless the following persons and their respective spouses, personal representatives, heirs, successors and assigns (hereinafter individually referred to as an "Indemnitee"): (x) Declarant and any and all present and former officers, directors, partners, members, managers, employees and agents of Declarant; and (y) the undersigned incorporators and all present and future directors, officers, employees and agents of the Association (including all members of any committee or subcommittee appointed by the Board of Directors), against all expenses incurred by any and each Indemnitee including, but not limited to, attorney's fees and costs, court costs, judgments, penalties, and

AFFIDAVIT OF PUBLICATION

Reference #:

Notice Type: AI - ARTICLES OF INCORPORATION

Ad Description: 1383495-2 HERRO PARK COMMUNITY ASSOCIATION

I, DIANE HEUEL, 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:

08/15/2007, 08/17/2007, 08/20/2007

Subscribed and sworn to before me on the 20TH day of AUGUST, 2007



ANNETTE R. ACOSTA
Notary Public - Arizona
Maricopa County
Expires 10/15/2010



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amounts paid in settlement or compromise, that may arise or be incurred, rendered, or levied in any legal action or proceeding brought or threatened against any Indemnitee for or on account of any act or omission alleged to have been committed by such Indemnitee while acting within the scope of his or her official capacity as a director, officer, employee or agent of the Association (or member of any committee or subcommittee appointed by the Board of Directors), whether or not any legal action or proceeding is or has been filed against them and whether or not any settlement or compromise is approved by a court, and whether or not the legal action or proceeding brought or threatened is by or in the right of the Association or by any other person. The foregoing right of indemnification is not exclusive of any other right that any Indemnitee now may have or hereafter may acquire. The foregoing indemnification by the Association is mandatory unless the Board of Directors determines in good faith that the act or omission of the Indemnitee was made or taken with gross negligence or with fraudulent or criminal intent in regard to the subject matter of the actual, threatened or contemplated legal action or proceeding. Furthermore, the Association may refuse indemnification in any instance in which the Indemnitee unreasonably refuses to permit the Association, at the Association's own expense and through counsel of its own choosing, to defend him or her in the legal action or proceeding.

ARTICLE XI AMENDMENTS

These Articles may be amended at a regular or special meeting of the Members by the Members representing at least seventy-five percent (75%) of the total authorized votes entitled to be cast by Members of the Association present in person or by proxy at the regular or special meeting; provided, however, that the Declarant, so long as the Declarant owns any Lot, and thereafter, the Board, without a vote of Members, may amend these Articles in order to (i) conform these Articles 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 or the Community Documents is required by law or requested by the Declarant or the Association, or (ii) correct any error or inconsistency in these Articles if the amendment does not adversely affect the rights of any Member. So long as the Declarant owns any Lot, any amendment to these Articles must be approved in writing by the Declarant.

ARTICLE XII 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 authorized votes in each class of membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be disbursed in accordance with Arizona law for non-profit corporations, or as otherwise agreed to by a unanimous vote of all members.

ARTICLE XIII DURATION

The Association shall exist perpetually.

ARTICLE XIV INCORPORATOR

The name and address of the incorporator of the Association is: David Naime, 8130 East Cactus Road, Suite 500, Scottsdale, Arizona 85260
Dated this 25 day of July, 2007.

/s/David Naime, Incorporator

ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT

The undersigned, having been designated to act as statutory agent for this Association, hereby accepts such appointment and agrees to act in that capacity until removal or resignation is submitted in accordance with applicable provisions of the Arizona Revised Statutes.
Dated this 30th day of July, 2007.

/s/William P. Connealy

8/15, 8/17, 8/20/07

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