

**AZ CORPORATION COMMISSION
FILED**

WHEN FILED RETURN TO:

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2425 East Camelback Road, Suite 600
Phoenix, Arizona 85016
Attn: Colleen Goodell Knecht

APR 14 2010

FILE NO.

1383495-2

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
HERRO PARK COMMUNITY ASSOCIATION,
TO BE RENAMED
THE VILLAGE AT MADISON MEADOWS
HOMEOWNERS ASSOCIATION**

Pursuant to and in accordance with Arizona Revised Statutes § 10-11007, Herro Park Community Association, an Arizona nonprofit corporation, hereby submits the following:

First: The current name of the corporation is Herro Park Community Association.

Second: The original Articles of Incorporation (the "Original Articles") were filed on July 30, 2007 as File Number 138495-2.

Third: The Original Articles are hereby amended and restated in their entirety as follows:

"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 shall be THE VILLAGE AT MADISON MEADOWS HOMEOWNERS ASSOCIATION (the "Association"). ✓

**ARTICLE II
DEFINED TERMS/CONFLICTING PROVISIONS**

Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration of Covenants, Conditions and Restrictions for Herro Park recorded in the Official Records of the Maricopa County Recorder's Office on September 4, 2007 as Document No. 2007-0985570, and thereafter amended (as amended, the "Declaration"), the terms and provisions of which are incorporated into these Articles by this reference as if set forth herein. In the event of any conflict or inconsistency between the Declaration and these Articles, the Declaration shall control.

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ARTICLE III PURPOSE AND POWERS

The purpose for which the Association is organized is the transaction of any and all lawful business for which nonprofit associations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time. The Association does not contemplate pecuniary profit, gain or private advantage for itself or its incorporators, members, directors, officers, and the specific primary purpose for which this Association is formed is to provide for the management, protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Areas of Association Responsibility, the assessment of expenses, payment of losses, disposition of casualty insurance proceeds, and other matters as provided in the Declaration, and any other activities in connection therewith or relating thereto and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose. No part of the net earning of the Association shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article III. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Association shall not carry on any other activities not permitted to be carried on by the Association as a result of the provisions of the Internal Revenue Code pursuant to which the Association seeks to be exempt from Federal Income Tax.

ARTICLE IV CHARACTER OF AFFAIRS

The character of affairs that the Association initially intends to conduct is to provide for the management, maintenance and care of the Areas of Association Responsibility for The Village at Madison Meadows 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 V MEMBERSHIP AND VOTING RIGHTS

Membership in the Association shall be limited to Owners of Lots within the Project and may only be transferred or terminated in conjunction with the 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 consist of all Lot Owners; and the Class B member, which shall consist solely of the Declarant. Transfer of a Class A or Class B membership shall be pursuant to the provisions set forth in the Declaration.

ARTICLE VI
KNOWN PLACE OF BUSINESS

The Association's known place of business in Arizona shall be c/o The Biltmore Bank of Arizona, 5055 North 32nd Street, Phoenix, Arizona 85018.

ARTICLE VII
STATUTORY AGENT

The name and address of the Statutory Agent for the Association is ZG Law Agent Services LLC, c/o Zwilling Greek Zwilling & Knecht PC, 2425 East Camelback Road, Suite 600, Phoenix, Arizona 85016.

ARTICLE VIII
DIRECTORS

The number of persons to serve on the Board of Directors (the "Board") of the Association shall be fixed by the Bylaws of the Association. The names and addresses of the persons who are to serve as the directors of the Association until the next annual meeting of the Members of the Association, or until their successors shall be elected and qualified are:

<u>Name</u>	<u>Address</u>
Jeffrey P. Gaia	5055 North 32 nd Street Phoenix, Arizona 85018
John Byrd	5055 North 32 nd Street Phoenix, Arizona 85018
Greg Lehmann	5055 North 32 nd Street Phoenix, Arizona 85018

ARTICLE IX
OFFICERS

The following persons shall be officers of the Association and shall hold the positions opposite their names until the next annual meeting of the Board or until their successors have been appointed and qualified.

<u>Name</u>	<u>Position</u>
Jeffrey P. Gaia	President and Treasurer
John Byrd	Secretary

ARTICLE X 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 the 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 or an option to acquire a Lot, and thereafter, the Board, without a vote of the 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 government 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 or an option to acquire a Lot, any amendment to these Articles must be approved in writing by the Declarant.

ARTICLE XI DURATION

The Association shall exist perpetually.

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 nonprofit corporations, or as otherwise agreed by unanimous vote of all Members.

ARTICLE XIII LIABILITY OF DIRECTORS

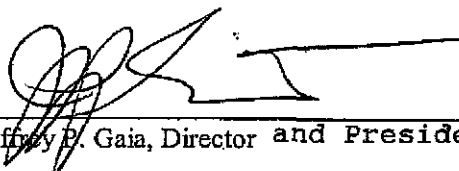
To the fullest extent permitted by the Arizona Revised Statutes (including A.R.S. § 10-3202(B) and A.R.S. §§ 10-3850 through 10-3858) as the same exists or may hereafter be amended, a director of the Association shall not be liable to the Association or its Members for monetary damages for any action taken or any failure to take any action as a director. No repeal, amendment or modification of this Article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the Association occurring prior to such repeal, amendment or modification."

Fourth: Pursuant to and in accordance with A.R.S. §§ 10-11003 and 10-11030, these Amended and Restated Articles of Incorporation of Herro Park Community Association, to be Renamed The Village at Madison Meadows Homeowners Association, have been approved by

the Board of Directors of the Association and The Biltmore Bank of Arizona, an Arizona corporation, in its capacity as the sole Member of the Association and the Declarant.

EXECUTED this 5th day of April, 2010.

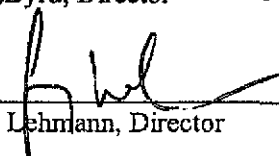
**THE VILLAGE AT MADISON MEADOWS
HOMEOWNERS ASSOCIATION**



Jeffrey P. Gaia, Director and President & Treasurer



John Byrd, Director and Secretary



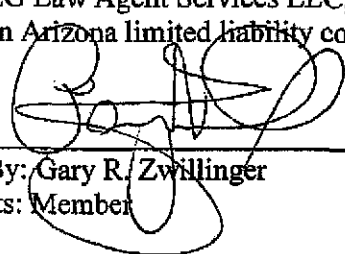
Greg Lehmann, Director

CONSENT TO ACT AS STATUTORY AGENT

ZG Law Agent Services LLC, an Arizona limited liability company, having been designated to act as Statutory Agent of THE VILLAGE AT MADISON MEADOWS HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation, hereby consents to act in that capacity until removal or resignation is submitted in accordance with the Arizona Revised Statutes.

Dated: April 9, 2010

ZG Law Agent Services LLC,
an Arizona limited liability company



By: Gary R. Zwillinger
Its: Member