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for Arizona Corporation Commission**

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STATE OF ARIZONA)
County of Maricopa) ss

I, **Laura Kaminski** as Public Notice Manager of the **Arizona Capitol Times (AZ)**, am authorized by the publisher as agent to make this affidavit of publication. Under oath, I state that the following is true and correct.

The **Arizona Capitol Times (AZ)** which is published weekly, is of general circulation and is in compliance with Arizona Revised Statutes §§ 10-140.34 & 39-201.A & B. . The notice will be/has been published 3 consecutive times in the newspaper listed above.

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VALENCIA HEIGHTS HOMEOWNERS ASSOCIATION

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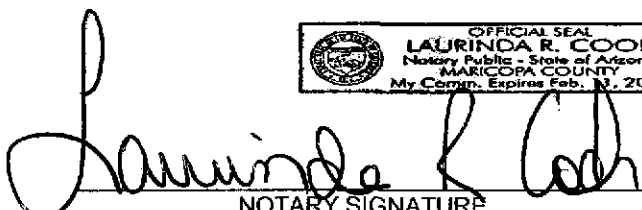
Articles of Incorporation (Homeowners Assn)


AUTHORIZED SIGNATURE
Laura Kaminski

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CORPORATIONS DIVISION

SUBSCRIBED AND SWORN TO BEFORE ME

ON THE 22nd DAY OF August 2014


NOTARY SIGNATURE
Laurinda Cook



**VALENCIA HEIGHTS
HOMEOWNERS ASSOCIATION**

ARTICLES OF INCORPORATION OF VALENCIA HEIGHTS HOMEOWNERS ASSOCIATION, AN ARIZONA NONPROFIT CORPORATION

In compliance with the requirements of §10-3101, et seq., Arizona Revised Statutes, as amended, the undersigned, who is a person capable of contracting, states as follows:

ARTICLE I NAME The name of the corporation is Valencia Heights Homeowners 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 Declaration of Covenants, Conditions and Restrictions for Valencia Heights (the "Declaration") recorded in the office of the County Recorder of Maricopa County, Arizona, as the same may be amended from time to time.

ARTICLE III PRINCIPAL OFFICE The initial known place of business of the Association shall be located at 1725 West Greentree Drive, Suite 114, Tempe, AZ 85284, or any other location designated by the Board of Directors of the Association.

ARTICLE IV STATUTORY AGENT The initial statutory agent is Amanda Shaw whose address is 1600 W. Broadway Road, Suite 200, Tempe, AZ 85282, who has been a bona fide resident of the State of Arizona for at least three years and upon whom all notices and processes, including service of summons, may be served, and which, when so served, shall be lawful personal service upon this Corporation. The Board may revoke the appointment of such agent at any time, and shall have the power to fill any vacancy.

ARTICLE V PURPOSE OF THE ASSOCIATION The purpose for which the Association is organized is to act as a homeowners' association in accordance with Section 528 of the Internal Revenue Code of 1986, as the same may be amended from time to time, or if the Association so elects, pursuant to Section 501(c)(4) of the Internal Revenue Code, as the same may be amended from time to time, and as such shall 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 shall perform all duties and exercise all rights imposed on or granted to the Association by the Project 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 nonprofit corporations may be incorporated under the laws of the State of Arizona, as these laws 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, including the Common Area, and to exercise and perform such other powers and duties as are imposed on or granted to the Association by the Project Documents.

ARTICLE VII MEMBERSHIP AND VOTING RIGHTS The Association is a non-stock corporation. No dividends or pecuniary profits will be paid at any time to its Members. Membership in the Association shall be limited to Owners of Lots. Membership is appurtenant to and inseparable from ownership of a Lot. By becoming an Owner of a Lot, the Owner will be considered to have consented to membership in the Association. After becoming a Member of the Association, the Owner will remain a Member of the Association until the ownership ceases, for any reason, at which time the Owner's membership in the Association will cease automatically. Each Owner shall have such rights, privileges and votes in the Association as are set forth in the Project Documents.

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, unless subsequently replaced by the Declarant, shall serve until the Class B membership in the Association terminates and the Declarant under the Declaration tenders control of the Association to the Class A membership in the Association are as follows: Name: Jason George, Mailing Address: 1725 West Greentree Drive, Suite 114, Tempe, AZ 85284; Nick Dodson, 1725 West Greentree Drive, Suite 114, Tempe, AZ 85284; Mike Dowell, 1725 West Greentree Drive, Suite 114, Tempe, AZ 85284. 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 owns any Lot, and thereafter, the Board, without a vote of the Members, may amend the Bylaws in order to conform the Bylaws 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, the Plat or the Project Documents is required by law or requested by the Declarant or the Association. Further, so long as the Declarant owns any Lot, any amendment to 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 replaced by the Board or the Class B membership in the Association terminates and the Declarant under the Declaration tenders control of the Association to the Class A membership: Jason George, President; Nick Dodson, Vice President; Mike Dowell, Secretary/Treasurer.

ARTICLE X LIMITATION ON LIABILITY The personal liability of a director of the Association to the Association or its Members for monetary damages for breach of his 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. The private property of the Members, directors and officers of the Association shall be forever exempt from the Association's debts and obligations, except as otherwise provided in the Project Documents.

ARTICLE XI INDEMNIFICATION AND INSURANCE To the fullest extent permitted by law but subject to the limitation set forth in the next paragraph of this Article XI and any mandatory limitations imposed by A.R.S. §10-3202, §10-3851, §10-3856 or other applicable law, the Association shall indemnify each and every Association Official and Declarant (and its employees, agents, and licensees) against all expenses and liabilities including, but not limited to, attorneys' fees, witness fees (including expert witness fees), costs and litigation-related expenses reasonably incurred by or imposed upon them in connection with any proceeding to which they may be parties, or in which they may become involved, by reason of their being or having served in those capacities on behalf of the Association (or by reason of their being or having appointed, removed or controlled, or failed to control members of the Board or the Architectural Committee), or any settlement of any such proceeding. Any agent or employee of the Association may, in the discretion of the Board and subject to the above referenced limitations, also be indemnified by the Association. Indemnification of any such Person shall be made in accordance with the procedures set forth in the Declaration, or as otherwise set forth in or required by the Arizona Nonprofit Corporation Act. Before any Person is entitled to indemnity, the Board shall determine, in good faith, that the Person to be indemnified did not act, fail to act, or refuse to act with gross negligence, willful or intentional misconduct, or fraudulent or criminal intent in the performance of that Person's duties. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any such Person may be entitled.

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 Members in each class of membership of the Association; 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 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, the Plat or the Project Documents is required by law or requested by the Declarant or the Association. So long as the Declarant owns any Lot, any amendment to these Articles must be approved in writing by the Declarant.

ARTICLE XIII DISSOLUTION Provided either (i) the Declaration has been terminated or (ii) the Association neither owns nor is responsible for any Areas of Association Responsibility, the Association may be dissolved with the assent given in writing and signed by Members representing not less than two-thirds (2/3) of the total 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 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, such assets shall be granted, conveyed or assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose.

ARTICLE XIV DURATION The Association shall exist perpetually.

ARTICLE XV VAFHA APPROVAL As long as there is a Class B membership in the Association and if either FHA or VA financing is applicable to all or any portion of the Property, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties; mergers or consolidations; mortgaging of Common Area; dedication of Common Area; undertaking self-management of the Project or the Association; and dissolution or amendment of these Articles of Incorporation.

ARTICLE XVI PRIORITY To the extent of any conflict between the provisions of these Articles of Incorporation and the Declaration, the provisions of the Declaration shall control and supersede the provisions hereof.

ARTICLE XVII LIMITATION OF ACTIONS The ability of the Association to initiate legal proceedings or join as a plaintiff on certain legal proceedings may be limited by the Declaration or the Bylaws. In addition, certain claims, grievances, controversies, disagreements, or disputes involving the Association or its Members may be subject to the alternative dispute resolution procedures established in the Declaration and Bylaws.

ARTICLE XVIII INCORPORATOR The name and address of the incorporator of the Association is: Name: Jeff Gunderson, Address: 1725 West Greentree Drive, Suite 114, Tempe, AZ 85284.

Dated this 5th day of August, 2014. /s/ Jeff Gunderson.
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 5th day of August, 2014.
/s/ Amanda Shaw.

8/22, 8/29, 9/5, 2014 editions Arizona Capitol Times

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