CERTIFICATE OF DISCLOSURE

ENTITY INFORMATION

ENTITY NAME: Ventana Ranch Community Association
ENTITY ID: 23523159
ENTITY TYPE: Domestic Nonprofit Corporation
EFFECTIVE DATE/TIME: 05/02/2023

FELONY JUDGEMENT QUESTIONS

Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten per cent of the issued and outstanding common shares or ten percent of any other proprietary, beneficial or membership interest in the corporation 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 signing of this certificate? NO

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 signing of this certificate? NO

Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the signing of this certificate, involving any of the following: NO

- **The violation of fraud or registration provisions of the securities laws of that jurisdiction;**
- **The violation of the consumer fraud laws of that jurisdiction;**
- **The violation of the antitrust or restraint of trade laws of that jurisdiction?**

BANKRUPTCY QUESTION

Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty per cent interest in *any other corporation* (not the one filing this Certificate) on the bankruptcy or receivership *of the other corporation*? NO

SIGNATURE

By typing or entering my name and checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law.

Incorporator: Katie Voigt - 05/02/2023

ARTICLES OF INCORPORATION
OF
VENTANA RANCH COMMUNITY ASSOCIATION

The undersigned, for the purpose of forming a nonprofit corporation under the laws of the State of Arizona, hereby adopts the following Articles of Incorporation ("**Articles**").

1. Name. The name of the nonprofit corporation is VENTANA RANCH COMMUNITY ASSOCIATION (the "**Association**").

2. Nonprofit Corporation. The Association is organized as a nonprofit corporation pursuant to the Arizona Nonprofit Corporation Act (Title 10, Chapters 24 through 40, inclusive, of the Arizona Revised Statutes, as amended) (the "**Nonprofit Corporation Act**"). The Association shall have no stock; no dividends, gains, or pecuniary profits shall be declared or paid to its Members, directors or officers; and no part of the net earnings of the Association, if any, shall inure (other than by promoting social and recreational activities for Members, by a rebate of excess membership dues, fees or Assessments, or by acquiring, constructing or providing management, maintenance and care of Association property) to the benefit of any Member of the Association or other individual. All income and earnings of the Association shall be used to further the purposes and objectives of the Association. Nothing contained herein, however, shall prohibit payments by the Association to Members, directors, officers, or agents of the Association as reasonable compensation or reimbursement for services rendered to the Association.

3. Limitations Upon 501(c)(4) or 501(c)(7) Election. Notwithstanding any other provisions of these Articles, if the Association elects to qualify under Section 501(c)(4) or Section 501(c)(7) of the Internal Revenue Code of 1986, as amended (the "**Code**"), the Association shall not conduct or engage in any activity which would or could result in the revocation of its status as a corporation qualified under such Section of the Code.

4. Principal Place of Business. The Association's principal or known place of business is located at 1665 W. Alameda Drive, Suite 130, Tempe, AZ 85282, but the Association may establish other places of business and other offices at such other places as the Board may from time to time determine.

5. Character of Affairs / Purpose and Powers of Association.

A. The specific character of affairs and primary purposes for which the Association is formed are to: (i) hold title to, operate, manage, and maintain the Common Areas and other designated areas in or around the Property, including, but not limited to, the Association Maintained Areas; (ii) establish, levy, collect, and disburse the Assessments and other charges imposed under the Declaration; (iii) as the agent and representative of the Members of the Association, and of the Owners and the Residents of the Property, administer and enforce the Declaration and enforce the use and other restrictions imposed on various parts of the Property; and (iv) otherwise fulfill all of the Association's duties and obligations under the Declaration.

B. In furtherance of the specific character of affairs and primary purposes set forth in Article 5(A) of these Articles, but subject to and limited by the terms of the Declaration, the Association shall have all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Act by law may now or hereafter have or exercise, including, but not limited to, the powers set forth in A.R.S. § 10-3302, as amended, and which are consistent with the foregoing purposes and the nonprofit character of the Association.

6. Membership. The Association shall have members, which are referred to in the Declaration as "Members". A Person shall become a Member upon the conditions set forth in the Declaration. The (i) number and qualifications of Members of the Association, (ii) the different classes of Membership (if any), (iii) the property, voting, dissolution, redemption, transfer, and other rights and privileges of Members, and (iv) the Members liability for Assessments and the method of collection thereof, shall all be as set forth in the Declaration and the other Community Documents, the applicable provisions of which are hereby incorporated into the Articles by this reference. Without limiting the foregoing, Members are hereby notified that the Declarant has certain special voting and other rights under the Declaration that are not given to all Members.

7. Board. The affairs of the Association shall be controlled and managed by the Board consisting of not less than three (3), nor more than nine (9), directors. The initial Board, the members of which shall serve until their successors are elected or appointed in accordance with the Declaration and the Bylaws, is as follows:

Katie Voigt
1665 W. Alameda Drive, Suite 130
Tempe, AZ 85282

Jeff Gunderson
1665 W. Alameda Drive, Suite 130
Tempe, AZ 85282

Vickey Morris
1665 W. Alameda Drive, Suite 130
Tempe, AZ 85282

Subject to the provisions of the Declaration, the Bylaws of the Association shall prescribe the terms of office and manner of election of the directors. In no event shall the Board consist of an even number of directors.

8. Officers. Except for the initial officers designated in these Articles, the officers of the Association shall be elected by the Board in accordance with the Bylaws and other Community Documents. The initial officers of the Association shall be as follows:

Name	Office
Katie Voigt 1665 W. Alameda Drive, Suite 130 Tempe, AZ 85282	President
Jeff Gunderson 1665 W. Alameda Drive, Suite 130 Tempe, AZ 85282	Vice President
Vickey Morris 1665 W. Alameda Drive, Suite 130 Tempe, AZ 85282	Secretary/Treasurer

9. Liability of Directors, Officers, Committee Members, and Declarant.

A. To the fullest extent permitted by applicable law, including, but not limited to, A.R.S. § 10-3202, as amended from time to time, (i) no director and/or officer of the Association; (ii) no member of the Architectural Committee and/or other committees of the Association; and (iii) no Declarant and/or any of such Declarant's officers, directors, managers, members, or employees ((i) through (iii) collectively the "Indemnified Persons")) shall be liable to any Member, any Owner, the Association, or any other Person for any damage, loss, liability or prejudice suffered or claimed by such Person on account of any decision, course of action, action, inaction, omission, error, negligence, or the like which any one or more of the Indemnified Persons (a) made in good faith, (b) made in compliance with applicable standards, if any, imposed by law, and (c) reasonably believed to be within the scope of their respective duties.

B. Each Owner and other Person having any interest in the Property or entering upon or using any portion of the Property is deemed to acknowledge and accept the following:

(i) No Indemnified Persons shall be liable or responsible for, or in any manner be guarantor or insurer of, the health, safety, or welfare of any Owner or other Person entering upon or making use of any portion of the Property. Each Owner and other Person assumes all risks associated with the use and enjoyment of the Property including but not limited to any recreational facilities upon or within the Property.

(ii) No Indemnified Persons shall be liable for or responsible for any personal injury, illness, or any other loss or damage caused by the presence or malfunction of any utility line, equipment, or substation adjacent to, near, over, or on the Property. Each Owner and other Person assumes all risks of personal injury, illness, or other loss or damage arising from the presence or malfunction of any utility line, equipment, or substation adjacent to, near, over, or on the Property.

(iii) No provision of these Articles or any other Community Documents shall be construed or interpreted as creating a duty by any of the Indemnified Persons to protect or further the health, safety, or welfare of any Person, even if funds of the Association are used for such a purpose.

C. Any repeal or modification of this Article 9 shall not adversely affect any right or protection of any Indemnified Persons with respect to anything occurring prior to or at the time of such repeal or modification. The provisions of this Article 9 shall not apply to any director and/or officer of the Association or any member of the Architectural Committee and/or other committees of the Association in such Person's separate capacity as a Member, Owner or Resident.

10. Indemnification.

A. To the fullest extent permitted by law, but subject to any mandatory limitations imposed by A.R.S. § 10-3202, A.R.S. §§ 10-3850 through 10-3858, inclusive, or other applicable law, the Association shall indemnify all Indemnified Persons 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 any such Indemnified Persons 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.

B. Any other agent or employee of the Association may, in the discretion of the Board, also be indemnified by the Association.

C. Notwithstanding anything to the contrary in these Articles, before any Person is entitled to indemnity pursuant to this Article 10 the Board must determine, in good faith and in accordance with A.R.S. § 10-3855, that the Person to be indemnified has met the standard of conduct set forth in A.R.S. § 10-3851.

D. The rights of indemnification set forth herein shall be in addition to and not exclusive of all other rights to which the Persons to be indemnified may be entitled at law or otherwise.

E. Any repeal or modification of this Article 10 shall not adversely affect any right or protection of any Persons with respect to anything occurring prior to or at the time of such repeal or modification. The provisions of this Article 10 shall not apply to: (a) any director

and/or officer of the Association or any member of the Architectural Committee and/or other committees of the Association in such Person's separate capacity as a Member, Owner, or Resident, or (b) the Declarant's or any Designated Builder's (if any) obligation to pay Deficiency Assessments as set forth in the Declaration.

11. Dissolution. The Association shall not be dissolved, liquidated, or wound up unless another entity has agreed to assume the obligations of the Association under the Declaration or the Declaration is terminated in accordance with the provisions thereof. In the event of dissolution, liquidation, or winding up of the Association (other than incident to a merger or consolidation), the Association shall pay or adequately provide for the debts and obligations of the Association and otherwise comply with the Nonprofit Corporation Act. The directors or Persons in charge of the liquidation shall dedicate the assets of the Association to an appropriate public agency to be used for purposes similar to those for which this Association was created, or if such dedication is refused, then such assets may be granted, transferred or conveyed to any nonprofit corporation, association, trust, or other organization devoted to similar purposes. If such actions are not feasible, said directors or other Persons in charge of the liquidation shall divide the remaining assets among the Members in accordance with their respective rights therein as set forth in the Declaration, except as otherwise required by law.

12. Amendments. No Members (other than the Declarant as set forth below) shall have the right to vote on, or propose, any amendments to the Articles. During the Declarant Control Period, these Articles may only be amended by (i) the written consent of the Declarant, whose mandatory consent is permitted by A.R.S. § 10-11030, of the amendment and (ii) the adoption of the amendment by the Board, or as otherwise required by applicable law. After the termination of the Declarant Control Period, these Articles may only be amended by the adoption of the amendment by the Board, or as otherwise required by applicable law; provided, however, that no amendment to the Articles shall be made that would be inconsistent with the provisions of the Declaration, as amended, without obtaining all necessary consents under the Declaration.

13. Incorporator. The name and address of the Incorporator of the Association, who shall have no liability whatsoever in connection with the filing of these Articles, is:

Katie Voigt
1665 W. Alameda Drive, Suite 130
Tempe, AZ 85282

14. Statutory Agent. The name and street address of the initial Statutory Agent for the Association is:

CT Corporation System
3800 North Central Avenue, Suite 460
Phoenix, AZ 85012

The Board may, at any time, appoint another agent for such purpose, and filing of such other appointment shall revoke this or any other previous appointment of such agent.

15. Declaration and Defined Terms. As used herein, the term "**Declaration**" means that certain Declaration of Covenants, Conditions, Restrictions, and Easements for Ventana

Ranch Community Association, which has been or will be recorded in the office of the Maricopa County Recorder, as the same may be amended, supplemented, or modified from time to time. Except as otherwise provided herein, capitalized terms used in these Articles, and which are defined in the Declaration, shall have the meanings set forth in the Declaration.

16. Conflict with Declaration. To the extent that any part or provisions of these Articles is contrary to or inconsistent with the provisions of the Declaration, the terms and provisions of the Declaration shall prevail. No amendment hereof, nor any action taken by the Association pursuant hereto, shall be contrary to, or in conflict with, the limitations set forth in the Declaration, and any such amendment or action shall be void to the extent of such inconsistency.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Arizona, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation this 2nd day of May, 2023.

Katie Voigt

Katie Voigt, Incorporator

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

STATUTORY AGENT ACCEPTANCE

Please read Instructions M002i

1. **ENTITY NAME –** give the **exact** name in Arizona of the corporation or LLC that has appointed the Statutory Agent (this must match exactly the name as listed on the document appointing the statutory agent, e.g., Articles of Organization or Articles of Incorporation):

   Ventana Ranch Community Association

2. **STATUTORY AGENT NAME –** give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an individual or an entity). *NOTE* - the name must match **exactly** the statutory agent name as listed in the document that appoints the statutory agent (e.g. Articles of Incorporation or Articles of Organization), including any middle initial or suffix:

   CT Corporation System

3. **STATUTORY AGENT SIGNATURE:**

   By the signature appearing below, the individual or entity named in number 2 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the appointing entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

   The person signing below declares and certifies *under penalty of perjury* that the information contained within this document together with any attachments is true and correct, and is submitted in compliance with Arizona law.

Signature	Printed Name	Date
	David Westcott, Assistant Secretary	05/02/2023

REQUIRED – check only one**:**

☐ **Individual as statutory agent:** I am signing on behalf of myself as the individual (natural person) named as statutory agent.	☑ **Entity as statutory agent:** I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.

Expedited services are available for an additional fee – see Instructions or Cover sheet for prices.

Filing Fee: none (regular processing) All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Examination Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection. If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

CERTIFICATE OF DISCLOSURE

Read the Instructions C003i

1. ENTITY NAME – give the exact name of the corporation in Arizona:

Ventana Ranch Community Association

2. FELONY/JUDGMENT QUESTIONS:

Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten percent of the issued and outstanding common shares or ten percent of any other proprietary, beneficial or membership interest in the corporation been:

2.1	Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the five-year period immediately preceding the signing of this certificate?	☐ Yes	☑ No
2.2	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 five-year period immediately preceding the signing of this certificate?	☐ Yes	☑ No
2.3	Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the five-year period immediately preceding the signing of this certificate, involving any of the following: a. The violation of fraud or registration provisions of the securities laws of that jurisdiction; b. The violation of the consumer fraud laws of that jurisdiction; c. The violation of the antitrust or restraint of trade laws of that jurisdiction?	☐ Yes	☑ No
2.4	If any of the answers to numbers 2.1, 2.2, or 2.3 are **YES**, you **MUST** complete and attach a Certificate of Disclosure Felony/Judgment Attachment form C004.		

3. BANKRUPTCY QUESTION:

3.1	Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty percent of the issued and outstanding common shares or twenty percent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty percent interest in **any other corporation** (not the one filing this Certificate) on the bankruptcy or receivership **of the other corporation** ?	☐ Yes	☑ No
3.2	If the answer to number 3.1 is **YES**, you **MUST** complete and attach a Certificate of Disclosure Bankruptcy Attachment form C005.		

IMPORTANT: If within 60 days of the delivery of this Certificate to the A.C.C. any person not included in this Certificate becomes an officer, director, trustee or person controlling or holding over ten percent of the issued and outstanding shares or ten percent of any other proprietary, beneficial or membership interest in the corporation, the corporation must submit a SUPPLEMENTAL Certificate providing information about that person, signed by all incorporators or by a duly elected and authorized officer.

SIGNATURE REQUIREMENTS:	
Initial Certificate of Disclosure:	This Certificate must be signed by all incorporators. If more space is needed, complete and attach an Incorporator Attachment form C084.
Foreign corporations:	This Certificate may be signed by a duly authorized officer or by the Chairman of the Board of Directors.
Credit Unions and Loan Companies:	This Certificate must be signed by any 2 officers or directors.

Katie Voigt
Name

1665 W. Alameda Drive, Suite 130
Address 1

Address 2

Tempe | AZ | 85282
City | State | Zip

Country: UNITED STATES

SIGNATURE – *see Instructions C003i:*

By typing or entering my name and checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with Arizona law.

☒ I ACCEPT

Katie Voigt
Signature

Katie Voigt — 5/2/2023
Printed Name — Date

REQUIRED – check only one:

☒ **Incorporator -** I am an incorporator of the corporation submitting this Certificate.

☐ **Officer -** I am an officer of the corporation submitting this Certificate

☐ **Chairman of the Board of Directors -** I am the Chairman of the Board of Directors of the corporation submitting this Certificate.

☐ **Director** – I am a Director of the credit union or loan company submitting this Certificate.

Name

Address 1

Address 2

City | State | Zip

Country

SIGNATURE – *see Instructions C003i:*

By typing or entering my name and checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with Arizona law.

☐ I ACCEPT

Signature

Printed Name — Date

REQUIRED – check only one:

☐ **Incorporator -** I am an incorporator of the corporation submitting this Certificate.

☐ **Officer -** I am an officer of the corporation submitting this Certificate

☐ **Chairman of the Board of Directors -** I am the Chairman of the Board of Directors of the corporation submitting this Certificate.

☐ **Director** – I am a Director of the credit union or loan company submitting this Certificate.

Expedited or Same Day/Next Day services are available for an additional fee – see Instructions or Cover sheet for prices.

Filing Fee: None All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Examination Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax (for Regular or Expedite Service ONLY): 602-542-4100 Fax (for Same Day/Next Day Service ONLY): 602-542-0900

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection. If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.