

CERTIFICATE OF DISCLOSURE

ENTITY INFORMATION

ENTITY NAME: Monarch Community Association
ENTITY ID: 23851511
ENTITY TYPE: Domestic Nonprofit Corporation
EFFECTIVE DATE/TIME: 07/11/2025

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: Michelle Yerger - 07/11/2025

ARTICLES OF INCORPORATION
OF
MONARCH COMMUNITY ASSOCIATION
(an Arizona nonprofit corporation)

In compliance with the requirements of A.R.S. §§ 10-3201, et seq., as amended, the undersigned, who is a person capable of contracting, states as follows:

ARTICLE I
NAME

The name of the corporation is Monarch Community Association (“**Association**”). The Association is formed as a nonprofit corporation under Arizona laws.

ARTICLE II
DEFINED TERMS

Capitalized terms used in these Articles of Incorporation (these “**Articles of Incorporation**”) without definition have the meanings specified for such terms in the Declaration of Covenants, Conditions and Restrictions and Easements for Monarch, as the same may be amended from time to time (“**Declaration**”).

ARTICLE III
KNOWN PLACE OF BUSINESS

The known place of business of the Association is 1600 W. Broadway, Suite 200, Tempe, AZ 85282.

ARTICLE IV
STATUTORY AGENT

Amanda Shaw, whose address is 1600 W. Broadway, Suite 200, Tempe, AZ 85282, is hereby appointed and designated as the lawful statutory agent for the corporation upon whom all notices and processes, including service of summons, may be served, and which when served, will be lawful, personal service upon the corporation. The Board may, at any time, appoint another agent for such purpose and the filing of such appointment will revoke this or any other previous appointment of such agent.

ARTICLE V

PURPOSES AND CHARACTER OF AFFAIRS

The purposes for which the Association is organized, and the character of affairs which the Association initially intends to conduct in Arizona, are:

(a) to be the Association referenced in the Declaration, perform all obligations and duties of the Association, and exercise all rights and powers of the Association, as specified in the bylaws of the Association (“**Bylaws**”), as such Bylaws may be amended from time to time, and as provided by law;

(b) to serve as the governing body for all of the Owners of Lots for the protection, improvement, alteration, maintenance, repair, replacement, administration, and operation of the Areas of Association Responsibility, the assessment for the payment of expenses, payment of losses, disposition of casualty insurance proceeds, and other matters as provided in the Articles of Incorporation, the Bylaws, the Declaration, the Association Rules and the Design Guidelines (the “**Project Documents**”) or otherwise necessary or appropriate to the proper functioning of the Association and the Areas of Association Responsibility; and

(c) the transaction of any or all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

ARTICLE VI

POWERS

The Association’s powers include, but are not limited to, the powers and purposes set forth in A.R.S. § 10-3302, as amended or renumbered, or the analogous provision of any future Arizona nonprofit corporation code, which are hereby incorporated herein by this reference. The Association has the power, either directly or indirectly, either alone or in conjunction or cooperation with others, to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, suitable, desirable, or proper for the furtherance, accomplishment, fostering, or attainment of any or all of the purposes for which the Association is organized, and to aid or assist other organizations whose activities are such as to further, accomplish, foster, or attain any of such purposes. The Association will not make distributions of income to its Members, directors, or officers.

ARTICLE VII

MEMBERS AND VOTING RIGHTS

The Members of the Association will be Declarant and the Owners of Lots which are Assessable Property pursuant to the terms of the Declaration. All Owners of Lots will be mandatory Members of the Association, and no Member other than Declarant will have the right to resign as a Member of the Association. Each Owner’s membership in the Association is appurtenant to and may not be separated from ownership of the Lot to which the Owner’s membership is attributable. Change of membership in the Association will be established by recording a deed or other instrument establishing record title to real property subject to the

Declaration. Upon such recordation, the Owner designated by such instrument will become a Member of the Association and the membership of the prior Owner is terminated. The share of a Member in the privileges, rights, and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of its Lot. The provisions of the Declaration pertaining to classes of Membership and the voting rights of the Members are incorporated in these Articles of Incorporation by reference.

ARTICLE VIII **BOARD OF DIRECTORS**

A Board of Directors of the Association (“**Board**”) will conduct, manage, and control the Association. The initial Board consists of three (3) directors. The names and addresses of the initial Board, who will hold office until their successors are elected and qualified, or until removed, is as follows:

<u>Name</u>	<u>Address</u>
Michelle Yerger	1600 W. Broadway, Suite 200 Tempe, AZ 85282
Angela McCracken	1600 W. Broadway, Suite 200 Tempe, AZ 85282
Luka Vignjevic	1600 W. Broadway, Suite 200 Tempe, AZ 85282

Directors will be elected or appointed to the Board pursuant to the procedures set forth in the Bylaws. The number and terms of the directors and the qualifications for and rights of directors are set forth in the Bylaws.

ARTICLE IX **OFFICERS**

The following persons are the initial officers of the Association and will hold the positions opposite their names until their successors have been elected and qualify:

Michelle Yerger	President	1600 W. Broadway, Suite 200 Tempe, AZ 85282
Angela McCracken	Vice President	1600 W. Broadway, Suite 200 Tempe, AZ 85282
Luka Vignjevic	Secretary/Treasurer	1600 W. Broadway, Suite 200 Tempe, AZ 85282

ARTICLE X

LIMITATION ON LIABILITY OF DIRECTORS

To the fullest extent permitted by Arizona law, as it exists or is amended, a director of the Association will 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.

Any repeal or modification of this Article X will not adversely affect any right or protection of a director of the Association under this Article X with respect to any act or omission occurring prior to or at the time of such repeal or modification, unless such modification or repeal was voted by or was made with the written consent of such indemnified person.

The provisions of this Article X do not limit or preclude the Association's indemnification of a director for any liability which has not been eliminated by the provisions of this Article.

ARTICLE XI INDEMNIFICATION; INSURANCE

The Association will indemnify its existing and former officers and directors to the maximum extent permitted by Arizona law, as such law exists or is amended. This indemnification is mandatory in all circumstances in which indemnification is permitted by law.

The Association may indemnify a Board-appointed committee member under the same circumstances that a director of the Association may or must be indemnified under Arizona law.

Any repeal or modification of this Article XI will not adversely affect any right or protection of any indemnified person under this Article XI with respect to any act or omission occurring prior to or at the time of such repeal or modification, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

The Association has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or Board-appointed committee member of the Association, or was serving at the request of the Association as a director or officer, against any liability or expense asserted against or incurred by such person in any such capacity or arising out of such status, whether or not the Association would have had the power to indemnify such person against such liability or expense under this Article XI.

ARTICLE XII AMENDMENTS

Prior to the Transition Date, these Articles of Incorporation may be amended by the Board of Directors. Thereafter, these Articles of Incorporation may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least seventy-five percent (75%) of the total votes entitled to be cast by Members pursuant to the Declaration. Prior to the Transition Date, any amendment to these Articles of Incorporation must be approved in writing by the Declarant.

ARTICLE XIII
DISSOLUTION

The Association may be dissolved by the affirmative vote of Members holding not less than ninety percent (90%) of the total votes entitled to be cast by Members pursuant to the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association will 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 acceptance, such assets will be granted, conveyed or assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose. Prior to the Transition Date, any dissolution of the Association must be approved in writing by the Declarant.

ARTICLE XIV
INCORPORATOR

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

Name

Address

Michelle Yerger

1600 W. Broadway, Suite 200
Tempe, AZ 85282

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation
this 9th day of July, 2025.

Michelle Yerger
Michelle Yerger
Incorporator

CONSENT OF STATUTORY AGENT

The undersigned, having been designated to act as statutory agent for Monarch Community Association, hereby consents to act in that capacity until removal or resignation is submitted.

Dated: July 10, 2025.

DocuSigned by:
Amanda Shaw
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Amanda Shaw
Statutory Agent