

**ARTICLES OF INCORPORATION
OF
SHADOW MOUNTAIN VILLAGE COMMUNITY ASSOCIATION**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for the purpose of forming a non-profit corporation under the laws of the state of Arizona, does hereby adopt the following Articles of Incorporation.

1. **Name.** The name of this corporation (hereinafter "**Association**") is Shadow Mountain Village Community Association.
2. **Duration.** The period of duration of the Association is perpetual.
3. **Principal Place of Business.** The initial known place of business and principal office for the transaction of business of the Association is located at 20510 E Sunset Ct, Queen Creek, AZ 85142.
4. **Statutory Agent.** The name and address of the Association's initial Statutory Agent, a bona fide resident of the State of Arizona, are:

Tim Campbell
20510 E Sunset Ct
Queen Creek, AZ 85142

5. **Nonprofit Corporation.** This Association is organized as a nonprofit corporation under the laws of the State of Arizona.
6. **Purpose and Powers.** This Association shall serve as a homeowner's association for the Members as provided in the Declaration of Covenants, Conditions, Restrictions and Easements for Shadow Mountain Village (the "**Declaration**") Recorded in the Official Records of the Coconino County, Arizona Recorder. This Association does not contemplate the distribution of gains, profits or dividends to its members. The specific primary purposes for which the Association is formed are to provide for the management, operation, administration, maintenance, repair, improvement, preservation and architectural control of the Common Area and other Areas of Association Responsibility and the health, safety and welfare of all Owners and Residents within the project.

In furtherance of said purposes, this Association shall have the powers to:

- a. Perform all of the duties and obligations of the Association as set forth in the Declaration;
- b. Fix, levy, collect and enforce Assessments, late charges, monetary penalties, fines, fees and/or all other Collection Costs as set forth in the Declaration and as allowed by Applicable Laws;
- c. Pay all expenses and obligations incurred by the Association in the conduct of its business, including without limitation, all licenses, taxes or governmental charges levied or imposed against any property owned by the Association;
- d. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, further subject to the provisions of the Declaration;
- e. Grant easements over the Common Area to any public agency, authority or utility company, further subject to the provisions of the Declaration;
- f. Convey the Common Area or subject the same to a mortgage or other security interest, further subject to the provisions of the Declaration;
- g. Participate in mergers and consolidations with other nonprofit corporations organized for the same purpose;
- h. Have and exercise any and all powers, rights and privileges which a corporation organized under the Arizona Nonprofit Corporation Act (A.R.S. §10-3101 et seq.) by law may now or hereafter have or exercise.

7. **Membership Voting Rights.** This Association will have Members. The number and qualifications of Members of the Association, the property, voting and other rights and privileges of Members, their liability for Assessments and the method of collection thereof shall be as set forth in the Declaration and the Bylaws.

8. **Board of Directors.** The affairs of this Association shall be managed by a Board of not less than one (1) Director and not more than five (5) Directors at any time and shall always consist of an odd number of Directors after the Declarant Control Period expires or terminates. No Director serving on the Board after the Declarant Control Period expires or terminates shall be related by blood, adoption, or marriage to, or share ownership of or any interest in a Lot with, any other Director serving on the Board at that same time. The name and address of the initial Director who shall serve until his successors are elected or appointed according to the Bylaws are as follows:

Tim Campbell
20510 E Sunset Ct
Queen Creek, AZ 85142

The Board shall adopt the initial Bylaws of the Association. The power to alter, amend or repeal the Bylaws is reserved to the Members in accordance with the Bylaws, but only with the consent of Declarant during the Declarant Control Period. If there is a sole Director appointed by the Declarant and serving during the Declarant Control Period, that Director shall also hold all of the officer positions during such Period.

9. Elimination of Director Liability; Indemnification. The personal liability of a director of the Association to the Association or its Members for money damages for any action taken or any failure to take any action as a director is hereby eliminated to the fullest extent permitted by the Arizona Nonprofit Corporation Act, as it may be amended from time to time. Without limiting the foregoing, it is the intention of this paragraph to provide for the Directors the full benefits and immunities created by or available under the provisions of A.R.S. §§10-3202(B) and 10-3830(D), as the same may be expanded or modified in the future. To the fullest extent permitted by Applicable Laws, as the same may be expanded or modified in the future, the Association shall indemnify and advance expenses to any Person who incurs expenses or liabilities in any civil suit or criminal, administrative or investigative action, by reason of the fact that he was an officer or Director of the Association. The foregoing indemnification and advancement of expenses is mandatory in all circumstances that the indemnification and advancement of expenses to a Director or officer of a non-profit corporation are permitted by Applicable Laws. This Section 9 may only be amended by the vote or written assent of the Owners representing ninety percent (90%) of the Lots in the Project. No repeal, amendment or modification of this Section 9, whether direct or indirect, shall eliminate or reduce its effect with respect to any matter giving rise to indemnification and advancement of expenses occurring prior to such repeal, amendment or modification.

10. Dissolution. The Association may be dissolved with the assent given in writing and signed by Members representing not less than eighty percent (80%) of the authorized votes of the Lot Owners other than Declarant and with the consent of Declarant during the Declarant Control Period. Upon the 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 Arizona Nonprofit Corporation Act, including, without limitation, §10-11405 thereof. Upon such dissolution, liquidation or winding up, 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 acceptance, such assets shall be granted, conveyed or assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose, or if such action, is not feasible, then any assets remaining after providing for the debts and obligations of the Association, shall be distributed to the Members in accordance with their respective share of the Common Expenses.

11. Assessments and Fees. Each Member shall be obligated to pay Assessments and other fees and charges to the Association in accordance with the Project Documents.

12. Amendments. These Articles may be amended unilaterally by the Declarant during the Declarant Control Period and thereafter by the or written assent of the Owners representing at least sixty-seven percent (67%) of the authorized votes in the Association; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision or be inconsistent with the provisions of the Declaration.

13. Incorporation. The name and address of the incorporator ("Incorporator") of the Association are:

**Finesse Properties West LLC
20510 E Sunset Ct
Queen Creek, AZ 85142**

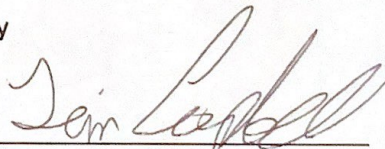
14. Definitions. All initially capitalized terms used herein without definition shall have the meanings set forth for such terms in the Declaration.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation as the Incorporator this 18th day of September 2020.

Incorporator:

**Finesse Properties West LLC, an
Arizona limited liability company**

By


Tim Campbell, Its member