

*Windmill Village  
Homeowners Association  
Articles of Incorporation*



*Windmill Village Homeowners Association  
P.O. Box 5720  
Mesa, AZ 85211*

PREFERRED COMMUNITIES  
"LOVING WHERE YOU LIVE."





AZ CORPORATION COMMISSION  
FILED

"EXP"

JUL 08 2005

ARTICLES OF INCORPORATION

FILE NO. 1214308-2

OF

WINDMILL VILLAGE HOMEOWNERS ASSOCIATION, INC.,

an Arizona nonprofit corporation

In compliance with the requirements of § 10-3101, *et seq.*, Arizona Revised Statutes, as from time to time may be amended, the undersigned, all of whom are of full legal age, have voluntarily associated themselves on the date set forth below for the purpose of forming an Arizona nonprofit corporation. The undersigned incorporator certifies and adopts the following Articles of Incorporation ("Articles"):

ARTICLE I

NAME AND TERM

The name of the corporation is Windmill Village Homeowners Association, Inc. ("Association"). The Association will exist perpetually.

ARTICLE II

DEFINED TERMS

Capitalized terms, to the extent not defined in these Articles, will be given the meanings specified in the Declaration of Homeowner Benefits and Covenants, Conditions, and Restrictions for Windmill Village that is to be recorded in the Official Records of Maricopa County, Arizona ("Declaration").

ARTICLE III

KNOWN PLACE OF BUSINESS

The known place of business of the Association is located initially at 8501 E. Princess Drive, Scottsdale, Arizona 85255, or at any other location designated by the Board of Directors of the Association.

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**ARTICLE IV**

**STATUTORY AGENT**

Dennis I. Wilenchik, Esq., whose address is c/o Wilenchik & Bartness, The Wilenchik & Bartness Building, 2810 North Third Street, Phoenix, Arizona 85004, and who has been a bona fide resident of the State of Arizona for more than three years last past, is appointed and designated as the statutory agent for the corporation for the State of Arizona, upon whom service of process may be made. This appointment may be revoked at any time by the Board of Directors of the Association by the filing of the appointment of another statutory agent.

**ARTICLE V**

**PURPOSE OF THE ASSOCIATION**

This Association is organized to provide for the management, maintenance, and care of the property owned by the Association or other property for which the Association has accepted the responsibility to maintain (i.e. Areas of Association Responsibility), and for the administration of the affairs of the Association. In furtherance of, and in order to accomplish these objectives and purposes, 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. All business transacted by the Association will be transacted in a way so as to further its tax-exempt status as an association under the Internal Revenue Code, if the Association so elects to be treated as a tax-exempt organization. The existence of the Association will commence on the date of the filing of these Articles with the Arizona Corporation Commission.

**ARTICLE VI**

**MEMBERSHIP**

**Section 6.01. Identity of Members.** 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 is limited to the Declarant and all other Owners of Living Units within the Community, and no other person may be admitted as a Member in the Association. Upon becoming the Owner of a Living Unit within the Community, the Owner automatically becomes a Member of the Association and will remain a Member of the Association until ownership automatically ceases or is terminated for any reason specified in the Project Documents.

**Section 6.02. Transfer of Membership.** Membership in the Association will not be transferred, pledged, or alienated in any way. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. Except as expressly permitted under this Section 6.02, no Member of the Association may transfer a membership or any right or privilege associated with membership in the Association.

**ARTICLE VII**

**VOTING RIGHTS**

**Section 7.01. Classes of Members.** The Association will have two classes of voting membership, Class A and Class B.

**Section 7.02. Class A.** Class A Members are all Owners, with the exception of Declarant. All Class A Members will have the same rights and obligations with respect to voting of a Class A membership. Each Class A Member is entitled to cast those votes in the number and manner and for the purposes described in the Declaration and Bylaws.

**Section 7.03. Class B.** The Class B Member is the Declarant. The Class B Member is entitled to cast those votes in the number and manner and for the purposes described in the Declaration and Bylaws. The Class B membership will cease upon the expiration of the period of Declarant Control.

**Section 7.04. Deleted**

**Section 7.05. Cumulative Voting.** There is no cumulative voting on any matter related to the administration or organization of the Association or its matters.

**Section 7.06. Voting Trusts.** Voting trust agreements of the type described in A.R.S. § 10-3730 are not permitted with respect to the Association and will not be recognized by the Association for the purpose of exercising the voting or approval powers of any one or more of the Members. This prohibition against voting trusts, however, will not act as a prohibition against voting agreements or member agreements of the type described, respectively, in A.R.S. § 10-3731 and § 10-3732.

**ARTICLE VIII**

**BOARD OF DIRECTORS**

**Section 8.01. Number and Affairs.** All Association powers will be exercised by or under the authority of the Board of Directors of the Association (sometimes individually or collectively called "Board," "Directors," "Director," or "Board of Directors"). The affairs of the Association will be conducted by the Board and any officers and committees that the Board may elect and appoint. Except for the initial Board that is designated in these Articles, the Board of Directors will be appointed or elected by the Declarant or the Members in accordance with the terms of the Bylaws, and Board of Directors elections may be conducted by mail or any other method permitted in the Bylaws or under Arizona law. So long as there is a Class B membership in the Association, the Directors need not be Members of the Association. After the termination of the Class B membership, all Directors must be Members of the Association. The Board may increase the number of Directors on the Board, however, the number of Directors must always be an odd number and may not exceed seven Directors. The number of Directors constituting the initial Board will be three, all of which will be appointed by the Class B Member and all of which will serve until the annual meeting of the Association that is designated for the election or appointment of a successor Board of Directors. The successor Board to the initial Board will

consist of either five Directors or seven Directors, the actual number of which will be determined by the initial Board. In either case, one successor Director will serve a one year term (referred to as "Director One"), half of the remaining successor Directors will serve two year terms, and the other half of the remaining successor Directors will serve three year terms. After these terms, all future terms for the Directors will be three year terms. The names and addresses of the initial Board of Directors of the Association are as follows:

<b>Name</b>	<b>Mailing Address</b>
Rick Hancock	8501 East Princess Drive Suite 200 Scottsdale, Arizona 85255
James Arneson	8501 East Princess Drive Suite 200 Scottsdale, Arizona 85255
Roger Zetah	8501 East Princess Drive Suite 200 Scottsdale, Arizona 85255

**Section 8.02. Bylaws.** The Board is expressly authorized to adopt bylaws for the Association ("Bylaws"), by unanimous written consent or by a majority vote of the Board at a regular or special meeting of the Board.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

**Section 9.01. Dissolution.** The Association may be dissolved with the affirmative written approval of two thirds (2/3) or more of the total number of eligible votes of each class of Members in the Association. Upon dissolution of the Association, other than incidental 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. If a dedication is refused, the assets will be granted, conveyed, or assigned to any nonprofit corporation, association, trust, or other organization to be devoted to a similar purpose or purposes.

**Section 9.02. Amendments.** Any amendment of these Articles will require the affirmative approval of 75% or more of the total number of eligible votes of each class of Members in the Association.

**Section 9.03. Incorporator.** The name and address of the incorporator of the Association is:

Name	Mailing Address
Roger Zetah	8501 E. Princess Drive Suite 200 Scottsdale, Arizona 85255

**Section 9.04. FHA/VA 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 Community, the following will require the prior approval of the Federal Housing Administration or the Veterans Administration, if applicable and if approval is then required as a condition or stipulation to the FHA or VA financing: (i) annexation of additional properties; (ii) mergers and consolidations; (iii) mortgaging of Common Area; (iv) dedication of Common Area; and (v) dissolution or amendment of these Articles.

**Section 9.05. Indemnification.** To the fullest extent permitted under A.R.S. § 10-3202.B.2., § 10-3302.14, and § 10-3850 *et seq.*, or any successor statute, the Association, on demand, will indemnify, defend, and hold harmless its incorporator and any and all of its past, present, and future Directors, officers, Members, employees, and agents for, from, and against all losses, damages, liabilities, claims, expenses, legal fees, judgments, penalties, and settlements arising out of any and all acts or omissions done or omitted while employed by or acting on behalf of the Association. No right, power, or responsibility conferred on the Board, Architectural Committee, or any officer, employee, or agent of the Association will be construed as imposing any duty or obligation on that person for the purposes of establishing personal liability.

**Section 9.06. Limited Liability.** Without limitation of the right of the Association to indemnify, neither the Declarant, the Association, any Director, any officer of the Association, any Member, any member of the Architectural Committee, nor any employees or agents of any of the foregoing will have any liability to any Owner or to any Owner's Permittees for any act or failure to act with respect to any matter if the action taken or the failure to act was: (i) in good faith; and (ii) in a manner reasonably believed to be in the best interests of the Association (if the action taken or failure to act was in an official capacity with the Association) or not opposed to the best interests of the Association (if the action taken or failure to act was not in an official capacity with the Association).

**Section 9.07. Limitation on Actions.** The ability of the Association to initiate legal proceedings, use funds 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 Declarant, the Association, or its Members may be subject to the alternative dispute resolution procedures established in the Declaration and Bylaws.

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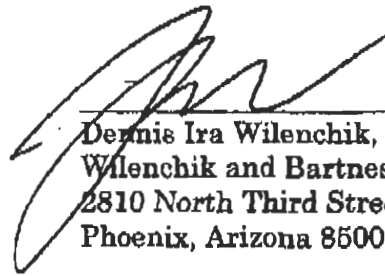
For the purpose of forming this nonprofit corporation under the laws of the State of Arizona, the undersigned, constituting the incorporator of the Association, has executed these Articles as of July 8, 2005.

  
\_\_\_\_\_  
Roger Zelah, Incorporator

**CONSENT TO ACT AS STATUTORY AGENT  
FOR WINDMILL VILLAGE  
HOMEOWNERS ASSOCIATION, INC.**

The undersigned hereby consents to act as statutory agent for Windmill Village Homeowners Association, an Arizona nonprofit corporation, until removal or resignation in accordance with the Arizona Revised Statutes.

DATED this 8<sup>th</sup> day of August, 2005.



Dennis Ira Wilenchik, Esq.  
Wilenchik and Bartness  
2810 North Third Street  
Phoenix, Arizona 85004



ARIZONA CORPORATION COMMISSION  
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington  
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress  
Tucson, Arizona 85701-1347

NONPROFIT  
CERTIFICATE OF DISCLOSURE  
A.R.S. Section 10-3202.D.

Windmill Village Homeowners Association, Inc.  
EXACT CORPORATE NAME

- A. Has any person serving either by election or appointment as officer, director, trustee, or incorporator in the corporation:
1. Been convicted of a felony involving a transaction in securities, consumer fraud or arbitrage in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
  2. Been 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 execution of this Certificate?
  3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
    - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
    - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
    - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes  No

B. IF YES, the following information MUST be attached:

1. Full name and prior name(s) used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

- C. Has any person serving either by election or appointment as an officer, director, trustee or incorporator of the corporation, served in any such capacity or held such interest in any corporation which has been placed in bankruptcy or receivership or had its charter revoked, or administratively dissolved by any jurisdiction?

Yes  No

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name, including alias and address of each person involved.
3. State(s) in which the corporation:
  - (a) Was incorporated.
  - (b) Has transacted business.
4. Dates of corporate operation.
5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency and the file or cause number of the case.

- D. The fiscal year end adopted by the corporation is December 31.

Under penalties of law, the undersigned incorporators/officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete, and hereby declares as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY [Signature] DATE 7/8/05  
TITLE Roger Zetah, Incorporator  
BY \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE \_\_\_\_\_  
BY \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE \_\_\_\_\_

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. (If more than four incorporators, please attach remaining signatures on a separate sheet of paper.)

If within sixty days, any person becomes an officer, director, or trustee and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by all incorporators, or if officers have been elected, by a duly authorized officer.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.  
CF: 0001 - Non-Profit  
Rev: 9/00

**AFFIDAVIT OF PUBLICATION**  
For Corporation Commission

**Peoria Times**  
7122 N. 59<sup>th</sup> Ave., Glendale, AZ 85301  
623-842-6000 – Fax 623-842-6017

STATE OF ARIZONA  
COUNTY OF MARICOPA

I, Carolyn Castillo, am authorized by the publisher as agent to make this affidavit of publication. Under oath, I state that the following is true and correct.

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

DATES OF PUBLICATION

- 1) 09/09/05
- 2) 09/16/05
- 3) 09/23/05

THE NAME OF THE CORPORATION Windmill Village Homeowners Association, Inc.

CORPORATE FILE NUMBER 1214308-2

Note: This number is found on a top corner of the Commission approved document.

TYPE OF DOCUMENT Articles of Incorporation

**Example:** Merger between party a and party b; name change from/to; foreign authority with a fictitious name; articles of information; application for authority; articles of organizations; amendment; Etc.

AUTHORIZED SIGNATURE

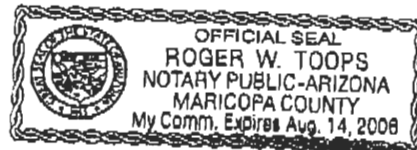
*Carolyn Castillo*

Title: Public Notice Clerk

SUBSCRIBED AND SWORN TO BEFORE ME ON THE

23rd day of September, 2005

NOTARY SIGNATURE: *Roger W. Toops*



PLEASE DON'T ATTACH A NEWSPRINT CLIP OF THE PUBLISHED NOTICE