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**ARTICLES OF INCORPORATION  
OF  
VIA SONORA HOMEOWNERS ASSOCIATION**

ARIZONA CORP. COMMISSION  
CORPORATIONS DIVISION

***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 Via Sonora Homeowners Association.

2. **Duration.** The period of duration of the Association shall be 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 1806 N. Lindsay Road, Mesa, Arizona 85213.

4. **Statutory Agent.** The name and address of the Association's initial Statutory Agent, a domestic business corporation, are:

WM Development, Inc.  
1806 N. Lindsay Road  
Mesa, Arizona 85213

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 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 Areas of Association Responsibility and the health, safety and welfare of all Owners and other Residents within the Via Sonora Project. The Project is more fully described in the Declaration of Covenants, Conditions, Restrictions and Easements (the "***Declaration***") Recorded on October 16, 2007 at Instrument No. 2007-1126430 and on that certain Final Plat for Rogers Ranch Parcel 15 Recorded in Book 829 of Maps, page 20, in the Official Records of the Maricopa County, Arizona Recorder.

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, Collection Costs and other fees or other charges due to the Association as set forth in the Declaration;
- 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 Class B Membership expires, as further provided in the Bylaws. While Class B Membership exists, the Board shall be comprised of two (2) directors, who shall serve until their successors are elected or appointed according to the Bylaws. The names and addresses of the initial directors are as follows:

Wayne S. Funk  
1806 N. Lindsay Road  
Mesa, Arizona 85213

Mark J. Funk  
1806 N. Lindsay Road  
Mesa, Arizona 85213

At the first election of Board members held after Class B Membership expires or terminates, the Board shall automatically be increased in size to three (3) directors, who shall be elected and serve as provided in the Bylaws. No director serving on the Board shall be related by blood, adoption, or marriage to, or share ownership of or any interest in a Unit with, any other director serving on the Board at that same time.

**9. *Elimination of Director Liability; Indemnification.*** As set forth in the Arizona Nonprofit Corporation Act, each Director shall be immune from civil liability and shall not be subject to suit indirectly or by way of contribution for any act or omission resulting in damage or injury if said Director was acting in good faith and within the scope of his official capacity (which is any decision, act or event undertaken by the Association in furtherance of the purpose or purposes for which it is organized), unless such damage or injury was caused by willful and wanton or grossly negligent conduct of the Director. 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 Arizona law, 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, other than an action by or in the right of the Association, by reason of the fact that he was a member, officer, director, employee or agent 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 law. After Class B Membership has expired or terminated, this Section 9 may only be amended by the vote or written assent of the Owners representing at least seventy-five percent (75%) of the Lots in the Project (including any Lots annexed pursuant to Section 2.3 of the Declaration, if any). 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 two-thirds (2/3) of the total authorized votes in each class of Membership. 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. Amendments.** These Articles may be amended unilaterally by Declarant while Class B Membership exists. At such time as Class B Membership has expired or been terminated, thereafter these Articles may be amended by the vote or written assent of the Owners of at least sixty-seven percent (67%) of the Lots (including any Lots annexed pursuant to Section 2.3 of the Declaration, if any); 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. While Class B Membership exists, Declarant, and thereafter the Board, may, without the consent of the Members or Mortgagees, unilaterally amend these Articles to conform to the requirements and guidelines of any governmental or quasi-governmental entity or federal corporation whose approval of the Property and the Project Documents is required by law or requested by Declarant or the Board.


**12. Incorporator.** The name and address of the incorporator of the Association address are:

WM Development, Inc.  
1806 N. Lindsay Road  
Mesa, Arizona 85213

**13. 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 has executed these Articles of Incorporation as the Incorporator this 22<sup>nd</sup> day of October, 2007.

**WM DEVELOPMENT, INC.**  
an Arizona corporation

By   
\_\_\_\_\_  
Mark J. Funk, Secretary

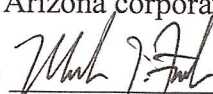
**ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT**  
**VIA SONORA HOMEOWNERS ASSOCIATION**

The undersigned, having been appointed to act as statutory agent for this Arizona non-profit corporation, hereby accepts such appointment and agrees to act in that capacity until its removal or resignation is submitted in accordance with applicable provisions of the Arizona Revised Statutes.

Dated this 22<sup>nd</sup> day of October, 2007.

**WM DEVELOPMENT, INC.,**  
an Arizona corporation

By

  
\_\_\_\_\_

Mark J. Funk/Secretary

**NONPROFIT  
CERTIFICATE OF DISCLOSURE**  
Pursuant to A.R.S. § 10-3202 (D)

VIA SONORA HOMEOWNERS ASSOCIATION  
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 antitrust 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  X

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 as an officer, director, trustee or incorporator of the corporation, served in any such capacity in any other corporation in any jurisdiction on the bankruptcy, receivership, charter revocation, administrative dissolution or judicial dissolution of the other corporation?

Yes \_\_\_\_\_ No  X

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  12/31 .

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 declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY <u> Wayne Funk </u> DATE <u> 10/22/07 </u>	WM Development, Inc, an AZ corporation BY <u> Mark J. Funk </u> DATE <u> 10/22/07 </u>
TITLE <u> Wayne Funk/President/Director </u>	TITLE <u> Mark J. Funk/Secretary </u>
BY <u> Mark J. Funk </u> DATE <u> 10/22/07 </u>	INCORPORATOR BY _____ DATE _____
TITLE <u> Mark J. Funk/Secretary/Director </u>	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 (60) 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.