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ARTICLE VI
Board of Directors

The number of directors constituting the initial Board of Directors shall be three (3). The names and addresses of the initial directors of the Association who shall serve until replaced by Declarant or their successors are elected and qualified are as follows:

Ken Dohm
c/o Beazer Homes Holdings Corp.
1621 W. Rio Salado Parkway
Tempe, AZ 85281

Steven Moore
c/o Beazer Homes Holdings Corp.
1621 W. Rio Salado Parkway
Tempe, AZ 85281

Ryan Johnson
c/o Beazer Homes Holdings Corp.
1621 W. Rio Salado Parkway
Tempe, AZ 85281

ARTICLE VII
Incorporator

The incorporator of the Corporation is:

Ken Dohm
c/o Beazer Homes Holdings Corp.
1621 W. Rio Salado Parkway
Tempe, AZ 85281

ARTICLE VIII
Limitation of Director Liability

To the fullest extent allowable under the Arizona Nonprofit Corporation Act (see A.R.S. § 10-3101 *et seq.*, as may be amended from time to time), each director of the Association 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 or her official capacity (which is any decision, act, or event undertaken by the Association in furtherance of the purpose or purposes for which it is formed) unless such damage or injury was caused by willful or grossly negligent conduct of such director. This provision intends to give all directors the full extent of immunity available under the Arizona Nonprofit Corporation Act (see A.R.S. § 10-3101 *et seq.*, as may be amended from time to time).

ARTICLE IX
Indemnification of Directors, Officers and Agents

The Association shall indemnify any person who incurs expenses or liability by reason of the fact that he or she is or was an officer, director, or agent of the Association. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law; provided, however, that the Association shall have the right to refuse indemnification if the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the Association, at its own expense and through counsel of its choosing, to defend him or her in the action.

ARTICLE X
Principal Office

The principal office of the Association shall be located at 9000 East Pima Center Parkway, Suite 300, Scottsdale, Arizona 85258, c/o FirstService Residential Arizona, LLC.

ARTICLE XI
Membership

The Association shall have members.


ARTICLE XII
Dissolution

Upon dissolution or liquidation 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 (see A.R.S. § 10-3101 *et seq.*, as may be amended from time to time), and the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which the Association was created.

ARTICLE XIII
Amendments

These Articles may be amended by the written approval or affirmative vote, or any combination thereof, of sixty-seven percent (67%) of the votes in the Association; provided, however, that during the Declarant Control Period Declarant may unilaterally amend these Articles without a vote of the Members and without the consent or approval of any Owners or Members, or any other Person, and any amendment by the Members during the Declarant Control Period shall, in order to be effective, require the prior written approval of Declarant.

DATED THIS 28 day of October, 2013.

By: 

Ken Dohm

Title: Incorporator