

ARTICLES OF INCORPORATION

OF

**VENTURE OUT AT MESA, INC.,
a Condominium**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, having associated ourselves together for the purpose of forming a non-profit corporation under and by virtue of the laws of the State of Arizona, do hereby adopt the following Articles of Incorporation.

ARTICLE I

The name of this Corporation shall be the **VENTURE OUT AT MESA, INC.**, a Condominium, and its principal place of business shall be in the City of Mesa, Maricopa County, Arizona, but the Board of Directors may designate other places within the State of Arizona where branch offices may be established and maintained and corporate business transacted.

ARTICLE II

The names and post office address of the incorporators are as follows:

Hazen Kreis	107 Main Street, Knoxville, Tennessee
Robert A. Epperson	807 Central Avenue, Knoxville, Tennessee
H.T. Ogle	107 Main Street, Knoxville, Tennessee

ARTICLE III

The general nature of business in which the Corporation shall engage is as follows:

To be the Association of “Council of co-owners” (as defined in the Horizontal Property Regime Act of the State of Arizona in A.R.S. 33-551) for condominium or horizontal property regime properties totaling not more than 2,000 Lots in all that will be erected on the following described real property (see Exhibit “A” attached hereto and made a part hereof) and as such Association or Council, to operate and administer said Condominium, and carry out the functions and duties of said Condominium, as set forth in the Declaration of Condominium established for each of said Condominiums.

ARTICLE IV

This Corporation shall have 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 Corporation is organized, and to aid or assist other organizations whose activities are such as to further, accomplish, foster or attain any of such purposes.

ARTICLE V

The period of duration of this Corporation shall be perpetual.

ARTICLE VI

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) persons who shall be elected or appointed as provided in the Bylaws of the Corporation.

Section 2. The principal officers of the Corporation shall be:

President	Robert A. Epperson
Secretary	H.T. Ogle
Treasurer	Hazen Kreis

(The last two offices may be combined,) who shall be elected from time to time, in the manner set forth in the Bylaws adopted by the Corporation.

ARTICLE VII

The names of the officers who are to serve until the first election of Officers, pursuant to the terms of the Declaration of Condominium and Bylaws, are as follows:

Hazen Kreis, Robert A. Epperson, H.T. Ogle.

ARTICLE VIII

The following persons were, on the 10th day of December, 1969, at Knoxville, Tennessee, duly and regularly elected to serve on the first Board of Directors and shall serve until the first election of the

Corporation at the first regular meeting of the membership, which meeting shall not be convened until called by the first Corporation or the sale of all Lots described in Article III hereof, whichever comes first:

Hazen Kreis	107 Main Street, Knoxville, Tennessee
Robert A. Epperson	807 Central Avenue, Knoxville, Tennessee
H.T. Ogle	107 Main Street, Knoxville, Tennessee

ARTICLE IX

The annual meeting of the Corporation shall be held during January or February of each year at 5001 East Apache Trail, Mesa, Arizona 85205, at such time and date as designated by the Corporation's Board of Directors.

ARTICLE X

The highest amount of indebtedness or liability direct or contingent, to which the Corporation may at any time subject itself is One Million Dollars (\$1,000,000.00).

Notwithstanding the foregoing limitation, the Corporation may subject itself to contractual indebtedness of up to Four Million dollars (\$4,000,000.00) pursuant to contracts related to, and for the purpose of, renovation of the Community Center included in the Common Elements (as defined in the Declaration of Condominium. The Common Elements may not be pledged by the Corporation as collateral for any such indebtedness.

Amended Special Meeting 1-12-04

ARTICLE XI

The private property of the Lot Owners, directors and officers of this Corporation shall be forever exempt from the debts and obligations of the Corporation.

ARTICLE XII

This Corporation is not organized for profit and no part of the net earnings of the Corporation shall inure to the benefit of any private shareholder or individual.

ARTICLE XIII

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in this Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and Bylaws. The voting rights of the Owners of parcels in said Condominium Property shall be as set forth in the Declaration of Condominium and/or Bylaws.

ARTICLE XIV

Amendments to this Article of Incorporation may be proposed by any Lot Owner or Director, and shall be adopted in the same manner as is provided for the amendment of the Bylaws.

ARTICLE XV

Jay C. Stuckey, Jr., having been a bona fide resident of Phoenix, Arizona, for the last three (3) years, is hereby appointed and made the lawful agent for and on behalf of this Corporation in and for the State of Arizona, to accept and acknowledge service of, and upon whom may be served, all necessary process or processes in any action, suit, or proceeding that may be had or brought against the said Corporation in any of the courts of said State of Arizona; such service of process or notice, or the acceptance thereof by him endorsed thereon, to have the same force and effect as if served upon the President and Secretary of the Corporation. This appointment may be revoked at any time by filing the appointment of another agent.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 13th day of December, 1969.

s/ HAZEN KREIS
s/ ROBERT A. EPPERSON
s/ H.T. OGLE

STATE OF TENNESSEE)
COUNTY OF KNOX): ss

On this, the 13th day of December, 1969, before me, Carolyn A. Burns, the undersigned Notary Public personally appeared HAZEN KREIS, ROBERT A. EPPERSON AND H.T. OGLE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

s/ CAROLYN A. BURNS
Notary Public
My Commission Expires April 21st, 1971
(Notary Seal)

LEGAL DESCRIPTION

The following described property located in Maricopa County, State of Arizona:

The SE 1/4 of Section 22, T1N, R6E,G&SRB&M.

