

**GREENFIELD VILLAGE
RV RESORT ASSOCIATION, INC.
MESA, ARIZONA**

ARTICLES OF INCORPORATION

AMENDED AND RESTATED

MAY 28, 1994

UP-DATED

FEBRUARY 15, 2011

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
GREENFIELD VILLAGE RV RESORT ASSOCIATION, INC.**

Pursuant to Section 10-1033 *et seq.* of the Arizona Revised Statutes, the Articles of Incorporation of Greenfield Village RV Resort Association, Inc. are hereby amended and restated in their entirety. These amended and restated Articles of Incorporation correctly set forth the provisions of the Article of Incorporation, as amended, and these amended and restated Articles of Incorporation supersede the original articles of incorporation and all amendments to the original Articles of Incorporation.

1. **Name:** The name of the corporation (hereinafter referred to as “the Association”) shall be GREENFIELD VILLAGE RV RESORT ASSOCIATION, INC.
2. **Purpose:** The Association is organized and shall be operated for the purposes set forth for the “Association” in that certain Declaration of Covenants, Conditions and Restrictions for Greenfield Village RV Resort (“the Declaration”) recorded on **January 5, 1984**, at Recorder’s No. **84-005510**, in the office of the Maricopa County, Arizona Recorder, including, but not limited to, the acquisition, construction, management, maintenance and care of association property, provided, however, that the foregoing shall not be construed as a limitation on the activities and businesses in which the Association may ultimately engage.
3. **Business:** The Association initially intends to engage in the following activities (which shall be construed as the character of the non-profit business which the Association initially intends to conduct in the State of Arizona):
 - a. Provide for the acquisition, construction, management, maintenance and care of association property; and
 - b. Perform all matters to be performed by the “Association”, as that term is used in the Declaration.

Such initial intention shall in no manner whatever limit the character of the activities and businesses in which the Association may ultimately engage.

4. **Authorized Stock:** The Association shall have no capital stock.
5. **Statutory Agent:** The name and address of the current Statutory Agent of the Association is filed with the Arizona Corporation Commission as required by Arizona Law.
6. **Known Place of Business:** The known place of business of the Association shall be 111 S. Greenfield Road, Mesa, Arizona 85206, but different and other offices and places for conducting business, both within and without the State of Arizona, may be established from time to time by the Board.

7. **Board of Directors; Annual Meetings of Members:** The business and affairs of the Association shall be conducted by a Board of Directors (herein referred to as "the Board".) The annual meetings of the members of the Association shall be held on the second Wednesday of February in each year, or such other time as the Board shall designate.

The number of persons to serve on the Board shall be fixed by the Bylaws of the Association but in no event shall it be less than three nor more than seven; further, each member of the Board shall be elected for such term as shall be fixed by the Bylaws of the Association, provided, however, that in no event shall any change in the length of such term effected by an amendment to said Bylaws be applied to shorten the term being served by any member of the Board at the time such amendment is adopted. No person shall be eligible for election as a director who is not at the time of election a member of the Association, or by a corporate owner (or corporate seller under a recorded executory contract) of a Lot within the Property, as those terms are defined in the Declaration. If, after election, any director ceases to be a member, his office shall become vacant.

8. **Quorum:** A quorum at a meeting of the Board shall consist of a majority of the directors then serving.

10. **Net Earnings:** No part of the net earnings of the Association shall inure (other than by acquiring, constructing or providing management, maintenance and care of association property, and other than by a rebate to members of excess membership dues, fees and assessments (and not net earnings)) to the benefit of or be distributable to any member, director or officer of the Association, or to any private individual, except that reasonable compensation may be paid for services rendered to or for the Association and other payments and disbursements may be made in furtherance of one or more of its purposes. Upon the dissolution of the Association, the assets, both real and personal of the Association, after rebate to members of excess membership dues, fees and assessments (and not net earnings) shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as is practicably the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as is practicably the same as those to which they were required to be devoted by the Association.

11. **Members:** The members of the Association and their voting rights shall be determined in the manner set forth in the Declaration.

12. **Amendments:** The Articles and the Bylaws of the Association may be amended by following the procedure hereinafter set out. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of members entitled to vote on the proposed amendment, which may be either an annual or a special meeting, and if approved by members holding the Applicable Percentage (defined below) of the

votes eligible to be cast on the amendment (including votes otherwise eligible to be cast but not represented personally at such meeting), such amendment shall have been adopted, provided, however, that a copy of any such proposed amendment or a summary of the changes to be effected shall have been given to each member in good standing at least ten (10) days prior to said meeting of the members. For purposes hereof, the Applicable Percentage shall mean, in the case of an amendment to the Articles, seventy-five percent (75%), and in the case of an amendment to the Bylaws, fifty-one percent (51%). Any number of amendments may be submitted and voted upon at any one meeting.

13. **Private Property:** Private property of the incorporators, members, directors, and officers of the Association shall be forever exempt from all corporate debts of any kind whatsoever, provided, however, that nothing contained in this Article shall limit the liability of members' property for payment of assessments levied by the Association.
14. **Fiscal Year:** The fiscal year of the Association shall run from July 1 through June 30 of each year.
15. **Indemnification of Officers, Directors, Employees, and Agents:** Subject to the further provisions hereof, the Association shall indemnify any and all of its existing or former directors, officers, employees, and agents against all expenses incurred by them and each of them, including, but not limited to, legal fees, judgments, penalties, and amounts paid in settlement or compromise, which may arise or be incurred, rendered, or levied in any legal action brought or threatened against any of them for or on account of any action or omission alleged to have committed while acting within the scope of his or her service as a director, officer, employee, or agent of the Association, whether or not any action is or has been filed against them and whether or not any settlement or compromise is approved by a court. Indemnification shall be made by the Association whether the legal action brought or threatened is by or in the right of the Association or by any other person. Whenever any existing or former director, officer, employee, or agent shall report to the president of the Association or the chairman of the Board that he or she has incurred or may incur expenses, including, but not limited to, legal fees, judgments, penalties, and amounts paid in settlement or compromise in a legal action brought or threatened against him or her for or on account of any action or omission alleged to have been committed by him or her while acting within the scope of his or her service as a director, officer, employee, or agent of the Association, the Board shall, at its next regular or at a special meeting held within a reasonable time thereafter, determine in good faith whether, in regard to the matter involved in the action or contemplated action, such person acted, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent. If the Board determines in good faith that such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein, provided, however, that the Association shall have the right to refuse indemnification in any instance in which

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. The indemnification provided by this Article 15 is not exclusive of any other rights to indemnification provided by Section 10-1005 of the Arizona Revised Statutes (or the corresponding provision of any future Arizona Nonprofit Corporation Act) or otherwise provided by law.

16. **Adoption of Amended Articles:** These Amended and Restated Articles of Incorporation have been adopted by a vote of one hundred percent (100%) of the members entitled to vote on May 28, 1994, in the manner prescribed by the Arizona Nonprofit Corporation Act.

DATED: MAY 28, 1994

GREENFIELD VILLAGE RV RESORT ASSOCIATION , INC.,
an Arizona nonprofit corporation

By: _____

Kenneth Mulder, President

By: _____

Doug Beukelman, Secretary