



Amended and Restated
Articles of Incorporation
For
Golden Vista RV Resort

Revised March 23, 1998

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Articles of Incorporation

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
GOLDEN VISTA R.V. RESORT ASSOCIATION, INC.**

Pursuant to current Arizona Revised Statutes, the Articles of Incorporation of Golden Vista 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 Articles 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.

**ARTICLE 1
Name**

- 1.1 Corporation Name. The name of this Corporation shall be Golden Vista RV Resort Association, Inc., an Arizona non-profit corporation (sometimes referred to as the "Corporation" or the "Association").

**ARTICLE 2
Purpose of Corporation**

- 2.1 Purpose. The purpose for which this Corporation is formed is to serve as the governing body for every Owner of a lot as those terms are defined in the most current *Amended and Restated Declaration of Covenants, Conditions and Restrictions for Golden Vista R. V Resort*. In furtherance of, and in order for the acquisition, construction, management, maintenance, and care of Association property and may transact any and all lawful business for which non-profit corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time in furtherance of such purpose. It is intended that the corporation be a "residential real estate management association" within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended.

- 2.2 Governing Body for Owners. As provided in and pursuant to the Declaration, the character of the business or activity which this Corporation initially intends to conduct in this State is to the extent permitted by applicable law, to serve as the governing body for all of the Owners of Lots for the maintenance, repair, remodel, replacement, administration and operation of the Common Areas, as that term is defined in the Declaration, and to perform such duties and functions, and to exercise such rights, as given and assigned to It by said Declaration as the same may be amended from time to time in furtherance thereof
- 2.3 No Gain or Profit. This Corporation does not contemplate securing gain or profit to the members thereof and the members shall have no individual interest in the profits of the Corporation, if any.
- 2.4 Duties of Corporation. In the conduct of its business, the purpose of this Corporation, to the extent authorized by its Board of Directors and in accordance with the provisions of the Declaration, shall be to do all things consistent with its stated purpose set forth in Paragraph 2.1 that a non-profit corporation might do under the laws of the State of Arizona, including but not limited to the following:
- E. To accept such properties, improvements, rights and interest as may be conveyed, eased, assigned or transferred to this Corporation and to assume such obligations and duties as may be contained in any lease assigned or transferred to this Corporation:
 - F. To administer, maintain and otherwise manage all of the Common Areas and all facilities, improvements and landscaping thereon, and all property acquired by the Corporation including all facilities, structures, buildings, landscaping and other improvements personally located thereon and owned by the Corporation; to pay all taxes and assessments, if any, which may properly be levied against the Property (as that is term defined in the Declaration) and become the obligation of the Corporation to pay; to repair, rehabilitate and restore the Property; to insure the Property against such risks as the Board of Directors shall determine;

2.4(F) continued

to levy and collect assessments for dues, taxes, maintenance and operating charges, and all other charges incurred by the Corporation in operating the Property, as the Board of Directors shall determine In accordance with the Declaration and the By-Laws of this Corporation (said By-Laws being hereinafter referred to as "By-Laws"); and to impose liens against Lots within the property to secure the payment of obligations due from the Owners, and to collect, sue, foreclose, or otherwise enforce, compromise, release, satisfy and discharge such obligations, demands and all liens in accordance with the Declaration and the By-Laws;

- G. To do all things necessary to carry out and enforce the terms and provisions of the Declaration, and to do all things and acts, including the payment of all charges and expenses incurred by the Corporation in operating the Property, which in the sole discretion of its Board of Directors shall be deemed to be in the best interest of the members of this Corporation or for the peace, comfort, safety or general welfare of the members of this Corporation, all in accordance with the Declaration;
- H. To enter into management agreements with third parties, authorizing such parties to carry on any activities which might legally be carried on by the Corporation and delegated by the Corporation to third parties;
- I. To develop, construct, purchase, lease, own, improve maintain, operate and hold real and personal property of every kind and description as is reasonably necessary for the objectives of the Corporation: to sell, convey and lease such property; and to mortgage, assign and pledge or otherwise encumber such property;
- J. To borrow money and to issue notes, bonds and other evidences of indebtedness in furtherance of any or all of the objectives and purposes of this Corporation and to secure the same by mortgage, trust deed, pledge or other lien on or security interest in property of this Corporation;

- K. To enter into, perform and carry out leases and contracts of any kind necessary to, in connection with or incidental to the accomplishment of any one or more of the objectives and purposes of this Corporation:
- L. To lend or invest its working capital and reserves with or without security;
- M. To act as surety, indemnitor or guarantor, agent, trustee, broker or in any other capacity when appropriate to the fulfillment and furtherance of its objectives and purposes;
- N. To obtain, as necessary, for the benefit of the Common Areas, all telephone, water, sewage, gas, electric and cable television services and refuse collections; and to grant easements when necessary for utilities, sewer facilities and cable television over any portion of the Common Areas;
- O. To establish and maintain working capital and capital improvement funds in amounts to be determined by the Board of Directors;
- P. To adopt, amend and repeal such rules and regulations as the Corporation may deem reasonable;
- Q. To sue and be sued;
- R. To enter into agreements with other owners' associations to share the use and expenses of property owned by this Corporation or by the other associations;
- S. To make refunds of excess payments or charges to members as provided for in the Declaration;
- T. In general to do and perform such acts and things and to transact such business in connection with the foregoing objectives and purposes as may be necessary, required and permissible under current Arizona Revised Statutes.
- U. To do all other acts and things authorized in the Declaration but not explicitly set out above.

- 2.5 No Individual Inurement. No part of the net earnings of this Corporation shall inure (other than by acquiring, constructing or providing management, maintenance and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any member, owner, director or other individual. The amount of earnings shall not be taken in account in any manner for the purpose of determining whether there should be a refund or the amount of any refund.

ARTICLE 3
Place of Business

- 3.1 Place of Business. The initial, principal and known place of business of this Corporation shall be located at 3710 South Goldfield Road, Apache Junction, Arizona 85219.

ARTICLE 4
Membership

- 4.1 Non-Stock Corporation. The Corporation shall be a non-stock corporation and shall be owned by its members, and no dividends or pecuniary profits shall be paid to its members.
- 4.2 Limited Membership. Membership in the Corporation shall be limited to the Owners of Lots, as defined in the Declaration. The foregoing shall not include persons or entities who hold an interest in a Lot or all or any portion of the Property merely as security for the performance of an obligation. An Owner of a Lot shall automatically be a member of the Corporation and shall remain a member of the Corporation until such time as ownership ceases for any reason, at which time the owner's membership in the Corporation shall automatically cease. The membership of an Owner shall be appurtenant to and may not be separated from the fee ownership of any Lot within the Property which is subject to assessment by the Corporation.
- 4.3 Membership List. Membership shall in all cases be evidenced by an official list of said members, which list shall be kept by the Secretary of the Corporation. The membership held by any Owner shall not be transferred, pledged, assigned or alienated in any way, except that upon the conveyance of said Owner's Lot within the Property, and then only to the purchaser of such Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Corporation.

- 4.4 Annual Meeting. An annual meeting of the Members of this Corporation shall be held on the Tuesday after the second Wednesday in February. Any member or members representing at least fifty percent (50%) of the voting power of the Corporation, who shall be present in person or by proxy, at a meeting duly called shall constitute a quorum. Any business which may otherwise be conducted at a meeting of the members may also be conducted by mail ballot and mail ballots received shall be counted for purposes of any quorum requirement as if the person casting a vote by mail were present in person or by proxy.

ARTICLE 5
Board of Directors and Officers

- 5.1 Board of Directors. The business and affairs of this Corporation shall be conducted by a Board of Directors. The Board of Directors shall consist of not less than five (5) nor more than nine (9) directors, as may be specified in the By-Laws from time to time.
- 5.2 Officers. The officers of this Corporation shall be a President, Vice-President, Secretary, Treasurer, and such additional officers as the Board of Directors may deem necessary, who shall be elected by the Board of Directors following the annual meeting, or at a special meeting called for that purpose, if no annual meeting is held. The officers shall hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualified, but shall be subject to removal by the Board of Directors at any time.
- 5.3 Authority of Board of Directors. The Board of Directors shall have the power to sell, assign, lease, transfer, convey, dispose of or encumber any of the Property or fixtures of the Association; to fill vacancies occurring in the Board of Directors; to elect officers, agents and committees (with such members, powers, and authority as the Board of Directors may confer), and to exercise on behalf of the Corporation, directly or through its agents and officers to the extent permitted by law, the powers of the Corporation in accordance with the Statutes of the State of Arizona, as amended from time to time, these Articles of Incorporation, the By-Laws and the Declaration.

ARTICLE 6
Personal liability: Fidelity Bonds

- 6.1 No Personal Liability. No director of the corporation shall be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director; provided, however, that this Articles shall not eliminate or limit the liability of a director for (i) any breach of the director's duty of loyalty to the corporation; (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law; (iii) authorizing the unlawful payment of a dividend or other distribution or the unlawful issuance of capital stock; (iv) a violation of Arizona Revised Statutes Section 10-1097 -Director conflicts of interest; or (v) any transaction from which the director derived an improper personal benefit.
- 6.2 Fidelity Bond. A Fidelity bond covering members of the Board, the officers and other agents or employees of the Association who are authorized to sign checks on behalf of the Association, or to receive or disburse funds or other property on behalf of the Association, shall be secured at all times by the Association in an amount equal to or greater than the total amount of funds under the control of said individuals for which they owe a fiduciary duty to the Association.

ARTICLE 7
Indemnity

- 7.1 Indemnification of Officers and Directors. Subject to the further provisions hereof, the Corporation shall indemnify any and all of its directors, officers, former directors and former officers, against all expense incurred by them and each of them, including but not limited to legal fees, judgments and penalties which may be incurred, rendered or levied in any legal action brought against any of them for or on account of any action or omission alleged to have been committed while acting within the scope of his or her duties as director or officer of the Corporation.

7.1 (continued)

Whenever any director, officer, former director or former officer shall report to the President of the Corporation that he has incurred or may incur expenses, including but not limited to legal fees, judgments and penalties in a legal action brought or about to be brought against him for or on account of any action or omission alleged to have been committed by him while acting within the scope of his or her duties as a director or officer of the Corporation, the Board of Directors 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, with gross negligence or with fraudulent or criminal intent. If the Board of Directors determines in good faith that such a person did not act, failed to act, or refused 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, and as provided for in current Arizona Revised Statutes, however, no such indemnification shall be available with respect to liabilities under the Securities Act of 1933, and provided further, that the Corporation 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 Corporation, at its own expense and through counsel of its own choosing, to defend him in the action.

ARTICLE 8
Amendments to Articles

- 8.1 Amendments to Articles. This Association shall not, without the affirmative vote of at least sixty percent (60%) of the Members, carry into effect any plan of reorganization, including consolidation and merger, of this Corporation, or alter or amend these Articles of Incorporation.

ARTICLE 9
Duration

- 9.1 Duration. The period of duration of this Corporation shall be perpetual.

ARTICLE 10

- 10.1 Declaration Controlling Document. In the event of any conflict between these Articles of Incorporation and the Declaration, the provisions of the Declaration shall control.
- 10.2 Adoption of Amended Articles. These Amended and Restated Articles of Incorporation have been adopted by a duly held affirmative vote of sixty-six and two thirds percent (66 2/3%) of the Members of the Association.

IN WITNESS WHEREOF, we have hereunto set our hands as of

2/16/99

GOLDEN VISTA RV RESORT ASSOCIATION, INC.

By: Adel Feinerman
PRESIDENT

By: Melina Goulet
SECRETARY