AFFIDAVIT OF PUBLICATION
ANDARE CONDOMINIUM ASSOCIATION

AZ Corp. Commission
01763612

Articles of Incorporation
Reference/PO # 1266322-0
06

RECEIVED

OCT 0 3 2006

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

Arizona Business Gazette
The business resource

PO BOX 194
Phoenix, Arizona 85001-0194
(602) 444-7315 FAX (602) 444-7364

STATE OF ARIZONA
COUNTY OF MARICOPA } SS.

Robert Lane, being first duly sworn, upon oath deposes and says: That he is a legal advertising representative of the Arizona Business Gazette, a newspaper of general circulation in the county of Maricopa, State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.

9/14/2006
9/21/2006
9/28/2006

Sworn to before me this
28TH day of
SEPTEMBER 2006

KAREN WAY
Notary Public - Arizona
Maricopa County
Expires 08/31/09

Notary Public

ARTICLES OF INCORPORATION

ANDARE CONDOMINIUM ASSOCIATION

ARTICLE I NAME

The name of the corporation is Andare Condominium Association ("the Association"

ARTICLE II DEFINED TERMS

Capitalized terms used in these Articles of Incorporation (these "Articles") without definition shall have the meanings specified for such terms in the Arizona Condominium Act, A.R.S. § 33-1201, et seq., and in the Condominium Declaration for Andare Condominium (the "Declaration") recorded August 15th, 2006 in the official records of the County Recorder of Maricopa County, Arizona, as Instrument No. 2006-1088847, as amended from time to time.

ARTICLE III KNOWN PLACE OF BUSINESS

The known place of business of the Association shall be located at 17581 North 85th Street, Scottsdale, Arizona 85255.

ARTICLE IV STATUTORY AGENT

CT Corporation System, a Delaware corporation doing business in Arizona, whose address is 02394 East Camelback Road, Phoenix, Arizona 85016, is hereby appointed and designated the initial statutory agent for the Association.

ARTICLE V CHARACTER OF BUSINESS

The Association is organized as a nonprofit corporation under the Arizona Nonprofit Corporation Act. The character of the business which the Association intends to conduct in Arizona is to (a) constitute the Association referred to in the Declaration; (b) provide for the management, maintenance and care of the Com*mon Elements; and (c) exer*cise and perform such other powers and duties as are imposed or granted to the Association under the Condominium Act and the Condominium Documents.

ARTICLE VI MEMBERSHIP AND VOTING RIGHTS

The Members of the Association shall be Unit Owners. All Unit Owners shall be mandatory Members of the Association, and no Member shall *have the right to resign as a* member of the Association. By acquiring fee title to or otherwise becoming the Unit Owner of a Unit, a person consents to becoming a memer of the Association. Each Unit Owner shall have such rights, priviliges and votes in the Association as are set forth in the Condominium Documents. The provisions of the Condominium Declaration with respect to membership in the Association and the voting rights of the Members are hereby incorporated in these Articles by references.

ARTICLE VII 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 their death, resignation or removal are as follows:

David Walls
17851 North 85th St, Ste 105
Scottsdale, Arizona 85255

Todd Bowden
17851 North 85th St, Ste 105
Scottsdale, Arizona 85255

Roger Zetah
17851 North 85th St, Ste 105
Scottsdale, Arizona 85255

The number of directors may thereafter be changed from time to time by the Board of Directors provided always that the minimum number of directors shall be three (3)

and the maximum number of directors shall be nine (9) and provided further that the number of directors must al*ways be an odd number.* Following the Period of Declarant Control, the malority of the directors must be Unit Owners. The Board of Directors shall adopt the Inital Bylaws of the Association. The power to alter, amend or repeal the Bylaws is reserved to the members except that during the Period of Declarant Control, the Declarant, without the consent of any Unit Owner, may amend the Bylaws in order to: (a) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner; (b) correct any error or inconsistency in the Bylaws if the amendment does not adversely affect any Unit Owner; or (c) comply with the regulations or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans, or governing transactions involving mortgage instruments including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration.

ARTICLE VIII OFFICERS

The following persons shall be the initial officers of the Association and shall hold the positions opposite their names until the first annual meeting of the Association and until their successors have been elected and qualified:

David Walls President
Todd Bowden Vice President
Roger Zetah Secretary / Treasurer

ARTICLE IX LIMITATION ON LIABILITY OF DIRECTORS

The personal liability of a director of the Association to the Association or its Members for money damages for any action taken or any failure to take any action as a diretor is hereby eliminated to the fullest extent permitted by the Arizona Nonprofit Corporation Act, as amended from time to time. Any repeal or modification of this Article IX shall be prospective only and shall not adversely affect the personal liability of a director or prior director for any act or omission occuring prior to the effective date of such repeal or modification.

ARTICLE X DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by Members holding not less than eighty percent (80%) of the total votes in the Association. So long as the Declarant owns one or more Units, the Association may not be dissolved without the prior written approval of the Declarant.

ARTICLE XI AMENDMENTS

These Articles may be amended by Members holding at least sixty-seven percent (67%) of the total votes in the Association, except that during the Period of Declarant Control the Declarant shall have the right to amend these Articles in order to: (a) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner; (b) correct any error or inconsistency in the Bylaws if the amendment does not adversely affect any Unit Owner; or (c) comply with the requirements or *guidelines in effect from time* to time of any governmental

or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration. Notwithstanding the foregoing, any amendment to these Articles must be approved in writing by the Declarant so long as the Declarant owns one or more *Units*.

ARTICLE XII Indemnification

The Association shall indemnify any person made a party to any civil suit or criminal, administrative or investigative action, other than an action brought by or instituted in the right of the Association, by reason of the fact that he/she is or was a Member, director, officer, employee or agent of the Assocation against expenses, including attorneys' fees, and judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with *such action, if he/she acted*, or failed to act, in good faith and he/she reasonably believed (a) in the case of conduct in an official capacity with the Association, that the conduct was in its best interest, (b) in all other cases, that the conduct was at least not opposed to its best interests, and (c) in the case of any criminal action or proceeding, that he/she had no reasonable cause to believe the conduct was unlawful. Any indemnification for any act, or failure to act, occuring prior to the effective date of such repeal or modification.

ARTICLE XIII DURATION

The Association shall exist perpetually.

ARTICLE XIV INCORPORATOR

The name and address of the incorporator of this Association is:

Lorence M. Zimtbaum
17851 North 85th St, Ste 300
Scottsdale, AZ 85255

DATED this 16th day of August, 2006.

/s/Lorence M. Zimtbaum
Lorence M. Zimtbaum, Incorporator

Published: September 14, 21, 28, 2006