AZ Corp. Commission
01715583

AZ CORPORATION COMMISSION
FILED

AUG 21 2006

FILE NO. -1306182

ARTICLES OF INCORPORATION OF ORANGEWOOD GROVE CONDOMINIUM ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for the purpose of forming a non-profit corporation under the laws of the State of Arizona, does hereby adopt the following Articles of Incorporation.

1. ***Name.*** The name of this corporation (hereinafter "Association") is Orangewood Grove Condominium Association.

2. ***Duration.*** The period of duration of the Association shall be perpetual.

3. ***Principal Place of Business.*** The initial known place of business and principal office for the transaction of business of the Association is located at 1502 W. Osborn, Ste. 7, Phoenix, Arizona 85015.

4. ***Statutory Agent.*** The name and address of the Association's initial Statutory Agent, a duly organized domestic limited liability company, are:

New Orangewood Grove Condominium, LLC
c/o Right Place Properties
1502 W. Osborn, Ste. 7
Phoenix, Arizona 85015

5. ***Nonprofit Corporation.*** This Association is organized as a nonprofit corporation under the laws of the State of Arizona.

6. ***Purpose and Powers.*** This Association does not contemplate the distribution of gains, profits or dividends to its Members. The primary purposes for which the Association is formed are to promote the health, safety and welfare of all of the Unit Owners and Residents and to provide for the management, operation, administration, maintenance, repair, improvement, preservation and architectural control of the Common Elements and all other areas for which the Association has such responsibility within Orangewood Grove Condominium. The Condominium is more particularly described in that certain Declaration of Condominium and of Covenants, Conditions and Restrictions for Orangewood Grove Recorded on August 8, 2006 at Instrument No. 2006-1056850 (the "Declaration") as it thereafter may be amended from time to time and on that certain Plat of Orangewood Grove Condominium Recorded in Book 271 of Maps, page 19, in the Official Records of Maricopa County, Arizona Recorder.

-13061824

In furtherance of said purposes, this Association shall, *inter alia,* have the powers to:

a. Perform all of the duties and obligations of the Association as set forth in the Declaration;

b. Fix, levy, collect and enforce Assessments, late charges, monetary penalties, fines, fees or other charges as set forth in the Declaration;

c. Pay all expenses and obligations incurred by the Association in the conduct of its business, including without limitation, all licenses, taxes or governmental charges levied or imposed against any property owned by the Association;

d. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association (but Common Elements are owned by Unit Owners as provided in the Declaration and are subject to the specific provisions of the Declaration and the Condominium Act relating to ownership, encumbrance and transfer of Common Elements);

e. Borrow money and, only with the assent (by vote or written consent) of two-thirds (2/3) of the Members other than Declarant, and with the consent of Declarant during the Period of Declarant Control, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property (not including the Common Elements owned by the Unit Owners in their allocated undivided interests) as security for money borrowed or debts incurred;

f. Grant easements over the Common Elements to any public agency, authority or utility company consistent with the provisions of Section 3.2 of the Declaration;

g. Convey the Common Elements or subject the same to a mortgage or other security interest, further subject to the provisions of the Declaration and the Condominium Act;

h. Participate in mergers and consolidations with other nonprofit corporations organized for the same purpose, provided that any merger or consolidation shall have the assent of Members as required by the Condominium Act;

i. Have and exercise any and all powers, rights and privileges which a corporation organized under the Arizona Nonprofit Corporation Act (A.R.S. §10-3101 et seq.) and the Arizona Condominium Act (A.R.S. §33-1201 et seq.) by law may now or hereafter have or exercise.

7. ***Membership Voting Rights.*** This Association will have Members. The number and qualifications of Members of the Association, the voting and other rights and privileges of Members, their liability for Assessments and the method of collection thereof shall be as set forth in the Declaration and the Bylaws. Without limiting the foregoing, every person or entity who is

-13061824

a record owner of a fee or undivided fee interest in any Unit, including contract purchasers with right of possession of a Unit pursuant to A.R.S. §§33-741 et seq., but excluding persons or entities holding an interest merely as security for the performance of an obligation, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

8. Board of Directors. The affairs of this Association shall be managed by a Board of Directors. The initial Board shall consist of three directors, who shall serve until their successors are appointed by Declarant in accordance with the Declaration and Bylaws, and whose names and addresses are as follows:

Charles Donnels
1502 W. Osborn Rd., Ste. 7
Phoenix, Arizona 85015

Joel Schmitz
1502 W. Osborn Rd., Ste. 7
Phoenix, Arizona 85015

Michelle Ravelo
1502 W. Osborn Rd., Ste. 7
Phoenix, Arizona 85015

After the Period of Declarant Control expires or terminates: (i) the number of directors on the Board shall remain three (3) in number; (ii) no director serving on the Board at any time shall be related by blood, adoption, or marriage to, or share ownership of or any interest in a Unit with, any other director serving on the Board at that same time; and (iii) all directors serving on the Board shall be elected by the Membership as provided in the Declaration and Bylaws. Directors elected by the Membership shall be Unit Owners; provided, further, however, that if a Unit Owner is other than a natural person, a Director may be an officer, director, member, manager, partner, or trustee of such Unit Owner.

9. Elimination of Director Liability. As set forth in the Arizona Nonprofit Corporation Act, each Director 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 official capacity (which is any decision, act or event undertaken by the Association in furtherance of the purpose or purposes for which it is organized), unless such damage or injury was caused by willful and wanton or grossly negligent conduct of the Director. Without limiting the foregoing, it is the intention of this paragraph to provide for the Directors the full benefits and immunities created by or available under the provisions of A.R.S. §§10-3202(B) and 10-3830(D), as the same may be expanded or modified in the future.

10. 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

-13061824

Association. So long as Declarant owns one or more Units, the Association may not be dissolved without the prior written consent of Declarant. In the event of dissolution, liquidation or winding up 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 and Arizona law. The Directors or Persons in charge of the liquidation shall dedicate the assets of the Association to an appropriate public agency to be used for purposes similar to those for which this Association was created or if such dedication is refused acceptance, then such assets may be granted, transferred or conveyed to any nonprofit corporation, association, trust or other organization devoted to similar purposes. If such actions are not feasible, or, in the event of a termination of the Condominium, said Directors in charge of the liquidation, said Directors or other Persons in charge of the liquidation, shall divide the remaining assets among the Members in accordance with their respective allocated interests as set forth in the Declaration, except as may be required by law.

11. ***Amendments.*** These Articles may be amended by vote or written assent of Members representing at least two-thirds (2/3) of the total allocated votes in the Membership; provided, however, that the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or provision. The Board, without the consent of the Members or First Mortgagees, may amend these Articles to conform to the requirements and guidelines of any governmental or quasi-governmental entity or federal corporation that insures, guarantees, or invests in residential mortgages.

12. ***Incorporator.*** The name and address of the incorporator of the Association are:

New Orangewood Grove Condominium, LLC
c/o Right Place Properties
1502 W. Osborn, Ste. 7
Phoenix, Arizona 85015

13. ***VA/FHA Approval.*** During the Period of Declarant Control, the approval of the VA or FHA, as applicable, shall be required prior to the annexation of additional real property to the Condominium, mergers, consolidations and/or dissolution, of the Association, conveyancing, mortgaging or dedication of Common Elements, or amendment of these Articles.

14. ***Definitions.*** All initially capitalized terms used herein without definition shall have the meanings set forth for such terms in the Declaration and/or the Condominium Act.

-13061824

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as the Incorporator this 11th day of August, 2006.

NEW ORANGEWOOD GROVE CONDOMINIUM, LLC,
an Arizona limited liability company

By _____
Earl Ricker, Its Manager

-13061824

ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT
ORANGEWOOD GROVE CONDOMINIUM ASSOCIATION

The undersigned, having been appointed to act as statutory agent for this Arizona non-profit corporation, hereby accepts such appointment and agrees to act in that capacity until its removal or resignation is submitted in accordance with applicable provisions of the Arizona Revised Statutes.

Dated this 11th day of August, 2006.

NEW ORANGEWOOD GROVE CONDOMINIUM, LLC,
an Arizona limited liability company

By _____
Earl Ricker, Manager

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

NONPROFIT
CERTIFICATE OF DISCLOSURE
A.R.S. Section 10-3202.D.

ORANGEWOOD GROVE CONDOMINIUM ASSOCIATION

EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, or incorporator in the corporation:
1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
   (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
   (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
   (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes____ No X

B. IF YES, the following information MUST be attached:

1. Full name and prior name(s) used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving either by election or appointment as an officer, director, trustee or incorporator of the corporation, served in any such capacity or held such interest in any other corporation which has been placed in bankruptcy or receivership or had its charter revoked, or administratively dissolved by any jurisdiction?

Yes____ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name, including alias and address of each person involved.
3. State(s) in which the corporation:
   (a) Was incorporated.
   (b) Has transacted business.
4. Dates of corporate operation.
5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency and the file or cause number of the case.

D. The fiscal year end adopted by the corporation is 12/31.

Under penalties of law, the undersigned incorporators/officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

NEW ORANGEWOOD GROVE CONDOMINIUM, LLC, an AZ llc

BY _____ DATE 8/11/06
TITLE Michelle Ravelo/Director/President

BY _____ DATE 8/11/06
TITLE Earl Ricker/Manager

BY _____ DATE 8/11/06
TITLE Joel Schmitz/Director/Secretary

INCORPORATOR
BY _____ DATE 8/11/06
TITLE Charles Donnels/Director/VP/Treasurer

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. (If more than four Incorporators, please attach remaining signatures on a separate sheet of paper.)

If within sixty days, any person becomes an officer, director, or trustee and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by all incorporators, or if officers have been elected, by a duly authorized officer.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0001 - Non-Profit
Rev: 4/04