

AFFIDAVIT OF PUBLICATION
MADISON PLACE AT GREER MANOR
CONDOMINIUM ASSOCIATION

AZ Corp. Commission



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Articles of Incorporation
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Arizona
Business
The business resource **Gazette**

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ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

PO BOX 194
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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.

1/4/2007
1/11/2007
1/18/2007

Sworn to before me this
18TH day of
JANUARY 2007



[Signature]

[Signature]
Notary Public

**ARTICLES OF
INCORPORATION OF
MADISON PLACE AT GREER
MANOR CONDOMINIUM
ASSOCIATION**

ARTICLE I NAME: The name of the corporation is Madison Place at Greer Manor 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 Madison Place at Greer Manor Condominium (the "Declaration") to be recorded in the official records of the County Recorder of Maricopa County, Arizona, as amended from time to time.

ARTICLE III KNOWN PLACE OF BUSINESS: The known place of business of the Association shall be located at 17851 North 85th Street, Suite 105, Scottsdale, Arizona 85255.

ARTICLE IV STATUTORY AGENT: CT Corporation System, a Delaware corporation doing business in Arizona whose address is 2394 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 Common Elements; and (c) exercise and perform such other powers and duties as are imposed upon 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 member of the Association. Each Unit Owner shall have such rights, privileges 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 reference.

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 Wells, 17851 North 85th Street, Suite 105, Scottsdale, Arizona 85255

Todd Bowden, 17851 North 85th Street, Suite 105, Scottsdale, Arizona 85255

Roger Zetah, 17851 North 85th Street, Suite 300, 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 always be an odd number. Following the Period of Declarant Control, the majority of directors must be Unit Owners. The Board of Directors shall adopt the Initial 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 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 VII 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 director 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 occurring 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 the rights of 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 Association against expenses, including attorney's 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 of the Members, directors, officer, employees or agents of the Association shall be governed by and made in accordance with the Arizona Nonprofit Corporation Act. Any repeal or modification of this Article XII shall be prospective only and shall not adversely affect, defeat or limit the right of any person to indemnification for any act, or failure to act, occurring 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. Zimbaum, 17851 North 85th Street, Suite 300, Scottsdale, Arizona 85255.

Dated this 12th day of December, 2006.

/s/ Lorence M. Zimbaum,
Lorence M. Zimbaum,
Incorporator

Acceptance of Appointment
By Statutory Agent

The undersigned CT Corporation System, a Delaware corporation doing business in Arizona, whose address is 2394 East Camelback Road, Phoenix, Arizona 85016, hereby acknowledges and accepts the appointment as statutory agent of Madison Place at Greer Manor Condominium Association and agrees to act in that capacity until removal or resignation is submitted in accordance with applicable provisions of the Arizona Revised Statutes.

Dated this 12th day of December, 2006.

CT CORPORATION SYSTEM, a
Delaware corporation

By: /s/ Illegible

Name: Illegible

Its Asst. Secretary

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