

OCT 19 2005

FILE NO. 1236285-0

**ARTICLES OF INCORPORATION
OF
GREENWAY ESTATES 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 Greenway Estates 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 P.O. Box 30611, Phoenix, Arizona 85046.

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

Sedona Consultants, L.L.C.
13614 N. 32nd Street, Ste. 110F
Phoenix, Arizona 85032

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 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 Greenway Estates Condominium. The Condominium is more particularly described in that certain Declaration of Condominium and of Covenants, Conditions and Restrictions for Greenway Estates Condominium Recorded on May 2, 2005 as Instrument No. 2005-0573065 (the "Declaration") as thereafter amended from time to time and on that certain Plat Recorded in Book 745 of Maps, page 20, in the Official Records of Maricopa County, Arizona Recorder.

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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 Arizona 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 Arizona 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 Arizona 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 a record owner of a fee or undivided fee interest in any Unit, including contract purchasers with

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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:

Sedona Consultants, L.L.C.
P.O. Box 30611
Phoenix, Arizona 85046

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 acquisition 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 Arizona Condominium Act.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as the Incorporator this 17 day of October, 2005.

SEDONA CONSULTANTS, L.L.C.,
an Arizona limited liability company

By Gerald Mauer
Gerald Mauer, Its Manager

-1236795-0

ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT
GREENWAY ESTATES 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 19 day of October, 2005.

SEDONA CONSULTANTS, L.L.C.,
an Arizona limited liability company

By Gerald Maurer
Gerald Maurer, Manager

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phone Address: 1308 West Washington
Phoenix, Arizona 85007-4928

Telex Address: 404 West Congress
Phoenix, Arizona 85701-1367

NONPROFIT
CERTIFICATE OF INCLOSURE
A.R.S. Section 10-3201.D.

173629-0

GREENWAY ESTATES 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 conspiracy to defraud, pecuniary fraud or similar 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 convicted in any state or federal jurisdiction, judgment, decree or settlement order:
 - (a) Involving the violation of fraud or misrepresentation provisions of the statutes laws of that jurisdiction; or
 - (b) Involving the violation of the securities laws of that jurisdiction; or
 - (c) Involving the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes No

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 the or name caption 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 office in any other corporation which has been placed in bankruptcy or receivership or had its charter revoked, or similar status described by any jurisdiction?

Yes No

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

1. Name and address of the corporation.
2. Full name, including title and address of each person involved.
3. State(s) in which the corporation:
 - (a) Was incorporated.
 - (b) Has substantial business.
4. Dates of corporate operation.
5. A description of the business, ownership structure, including the date, court or agency and the filing case number of the case.

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

Under penalties of law, the undersigned incorporator/officer declares 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.

BY Gerald Neuner DATE 10/10/05
 TITLE Gerald Neuner/Director/Officer

BY MARZIA E. NEUNER DATE 10/10/05
 TITLE MARZIA E. NEUNER/DIRECTOR/OFFICER

SEDORA CONSULTANTS, L.L.C., an AZ LLC
 BY Gerald Neuner DATE 10/10/05
 TITLE Gerald Neuner, LLC Manager

BY _____ DATE _____
 TITLE INCORPORATOR

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THIS INITIAL CERTIFICATE OF INCLOSURE. (If more than two 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