

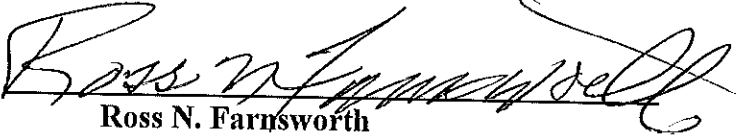
**SUNLAND VILLAGE EAST ASSOCIATION
ARTICLES OF INCORPORATION**

1. The name of this corporation, herein referred to as the Association, shall be **SUNLAND VILLAGE EAST ASSOCIATION.**
2. The purpose for which this Association is organized is the conducting of any or all lawful affairs for which corporations may be incorporated under Chapter 5 of Title 10 of the Arizona Revised Statutes as amended from time to time.
3. The Association initially intends to conduct the affairs of, and to be and constitute the homeowners association in Sunland Village East, and as such the Association shall make and collect assessments, enforce the Restrictions and provide security services with respect to each residential unit in Sunland Village East, and maintain, operate and pay all of the expenses of or relating to the community facilities in Sunland Village East. The Association shall do and perform all acts and duties required of it under the Restrictions for Sunland Village East.
4. Notwithstanding anything herein to the contrary, the Association shall be operated exclusively for nonprofit purposes and shall be operated so as to qualify as, a homeowners association under Section 528 of the Internal Revenue Code as amended from time to time. No part of the net earnings of the Association shall ever inure to the benefit of any person except to the extent permitted by that Section as amended from time to time.
5. The duration of this Association shall be perpetual.
6. The initial statutory agent of the corporation is **E. Gene Wade, 738 East Main Street, Mesa, Arizona 85203.**
7. The incorporators of the corporation are:

Ross N. Farnsworth	David A. Palmer	Craig Ahlstrom
6065 E. University Dr.	6065 E. University Dr.	6065 E. University
Mesa, AZ 85205	Mesa, AZ 85205	Mesa, AZ 85205
8. The number of persons to serve on the Board of Directors shall be fixed by the bylaws. The initial Board of Directors shall consist of three directors. The incorporators named above shall serve as directors until the first annual meeting of the voting members or until their successors are elected and qualify.
9. The requirements for membership in the Association shall be governed by the Restrictions, as amended from time to time, and by the bylaws of the Association.

10. **The private property of the members, directors, and officers of this Association shall be forever exempt from the Association's debts and obligations.**
11. **The Board of Directors shall have power to adopt, revoke and amend bylaws for the governing of the Association.**
12. **To the maximum extent allowed by applicable law, no contract, agreement, transaction or arrangement between the Association and any person, corporation, partnership or other entity shall be affected or invalidated in any way by the fact that any or all of the Directors or Officers of the Association are pecuniarily or otherwise interested in same or are the Directors, partners, officers or other personnel of any such other corporation, partnership or entity. No director or officer shall be incapacitated or in any way prohibited from acting or voting by reason of any interest in the contract, agreement, transaction or arrangement and no person, corporation, partnership or other entity, shall be liable to account to the Association for any profit realized on account of any such contract, agreement, transaction or arrangement by reason of such interest, unless it is affirmatively shown that said profit was obtained through actual fraud.**
13. **To the maximum extent allowed by applicable law, neither the Association nor any director, officer, employee, committee member, or other representative of the Association shall be personally liable to any owner, occupant, or to any other person or party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence by the Association, Director, officer, employee, committee member or other representative of the Association, except that which results from a lack of good faith, or from wilful or intentional misconduct.**
14. **In case of any conflict or inconsistency between the Restrictions and these Articles of Incorporation, the terms and provisions of the Restrictions shall govern and be given effect.**
15. **The term "Restrictions" as used herein means the Sunland Village East Declaration of Restrictions, Covenants, Conditions and Reservations, as amended from time to time, which Restrictions were or will be executed in March of 1984 by Farnsworth Realty and Development Company, an Arizona corporation, as Declarant, and by Transamerica Title Company, a California corporation, as Trustee, and were or will be recorded in Maricopa County.**
16. **The terms used herein that are defined in the Restrictions shall have the same meaning as in the Restrictions.**

IN WITNESS WHEREOF, the undersigned hereunto subscribe our signatures
this 5th day of March 1984.


Ross N. Farnsworth


David A. Palmer


Craig M. Ahlstrom