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AZ. CORP. COMMISSION  
FOR THE STATE OF AZ.  
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AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
THE COPPER CREEK ASSOCIATION

Pursuant to that certain Declaration of Covenants, Conditions and Restrictions for COPPER CREEK, Recorded March 27, 1985 as Document #34264, Book 7499, Pages 980-99 in the office of the County Recorder of Pima County, Arizona, as the same was amended and restated on January 10, 1986 as Document #3319, Book 7698, Pages 109-154, (the "Declaration"), the undersigned have this day voluntarily associated themselves together for the purpose of forming a non-profit corporation under and pursuant to the laws of the State of Arizona, and do hereby adopt the following Amended and Restated Articles of Incorporation which shall replace in their entirety those certain Articles of the Copper Creek Association dated ~~January 31, 1986~~ 2-6-86.

ARTICLE I  
DEFINITIONS

The words and terms used herein shall be deemed to have the same meanings as are given those words and terms in the Declaration. "Copper Creek" as used herein to describe a place shall refer to the real property described in the Declaration as Copper Creek.

ARTICLE II  
NAME

The name of the corporation is THE COPPER CREEK ASSOCIATION, (hereafter called the "Association").

ARTICLE III  
PRINCIPAL PLACE OF BUSINESS

The principal and known place of business and office of the Association shall be at 7925-A N. Oracle Road, #391, Tucson, AZ 85704.

ARTICLE IV  
INITIAL BUSINESS

The character of business that the Association initially intends to actually conduct in this state is the administration of requirements of the Declaration.

ARTICLE V  
STATUTORY AGENT

McEvoy, Daniels, & Darcy, whose address is 2701 E. Speedway, #101, Tucson, AZ 85716 is hereby the statutory agent of the Association.

ARTICLE VI  
PURPOSES, POWERS AND CHARACTER OF AFFAIRS

Section 1. Purposes and Initial Purposes. The purpose for which the Association is organized is the transaction of any and all lawful business for which non-profit corporations may be incorporated under the laws of the State of Arizona, as the same may be amended from time to time, including but not limited to:

- (a) To provide for the orderly development, maintenance, preservation and architectural control, as provided in the Declaration, of Copper Creek; and
- (b) To consider the health, safety and welfare of the Owners, Lessees and Residents within Copper Creek and any additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (c) To comply with requirements of the Declaration of Covenants, Conditions, and Restrictions created for Copper Creek.

Section 2. Powers. In the conduct of its business, this Association, to the extent authorized by its Board of Directors and subject to any limitations set forth in the Declaration and amendments thereto, shall be empowered to do all things that a private person or individual might do under the laws of the State of Arizona, including but not limited to the following:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect and enforce payment of, by any lawful means, all charges or Assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (c) 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;
- (d) Borrow money, guarantee payment or performance of obligations, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. Unless otherwise required by zoning stipulations or agreements with the County of Pima/Town of Oro Valley effective prior to the date

hereof or specified on a Recorded subdivision plat, no such dedication or transfer shall be effective unless an instrument has been signed by the Owners of two-thirds (2/3) of the Membership and recorded agreeing to such dedication, sale, or transfer is to public agencies, authorized or utilities in accordance with the Declaration;

(f) Participate in merges and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and Common Area; provided, however, that any such merger, consolidation or annexation shall have the assent of the Owners or two-thirds (2/3) of the Membership;

(g) Establish and adopt Bylaws and other rules and regulations deemed necessary and expedient to carry into effect the object and purposes of the Association.

Section 3. Limitation of Purposes. Notwithstanding anything herein contained to the contrary, no part of the activities of the Association shall be devoted to carrying on propaganda or otherwise attempting to influence legislation and the Association shall make no gift, donation, or contribution to any institution or organization engaged in such activities. No stock may be issued by this Association, no dividends or pecuniary profit shall be paid to or insure to the benefit of its members. No certificates of Membership shall be issued and Memberships shall be evidenced by an official list of the Owners (or Owners of a Lot or Parcel), which list shall be kept by the Secretary of the Association.

## ARTICLE VII MEMBERSHIPS AND VOTING

Section 1. Owners of Lot and Parcels. Every Owner of a Lot or Parcel which is subject to Assessment shall be a Member of the Association. Each such Owner shall have the following number of Memberships:

(a) One Membership for each Lot owned by the Member;

(b) One Membership for each Rental Apartment owned by the Member, and for the purposes of the Declaration, each Rental Apartment shall be considered a Lot unless otherwise indicated.

(c) Commercial Membership will be determined by the applicable Tract Declaration;

(d) In the case of (i) the Owner of a Parcel designated for use as an Apartment Development but as to which construction has not been completed, or (ii) the Owner of a Parcel designated for Condominium Development but as to which a horizontal property regime has not been Recorded, one Membership for each Dwelling Unit permitted upon the Parcel under the Master Development Plan then in effect for Copper Creek, the number of such Dwelling Units to be determined on the assumption that the number of such Dwelling Units within a Density Classification on the Master Development Plan will be spread evenly over all land within the Density Classification. If a site plan for the Parcel is subsequently approved by the Architectural Committee and the Town of Oro Valley for a number of Dwelling Units different than the number of Dwelling Units assumed pursuant to the Master Development Plan, the number of Memberships shall be adjusted, as to the portion of the Parcel covered by the site plan and effective as of the

date of adjustment, to reflect the actual number of Dwelling Units authorized by the site plan; and

(e) In the case of the Owner of a Parcel with a Land Use Classification of Single Family Residential or Cluster Residential, one Membership for each Dwelling Unit permitted upon the Parcel under the Master Development Plan then in effect for Copper Creek. If a subdivision plat or other instrument creating Lots is Recorded covering all or part of the area within the Parcel, the Parcel shall be reduced in size by the area so platted and the number of Memberships held by the Owner, as Owner of the Parcel, shall be reduced by a number equal to the number of Lots in the Recorded subdivision plat. All Memberships attributable to the Parcel shall cease when the land area ceases to be a Parcel because all of the area in the Parcel has been platted or otherwise dedicated to the public and Residential area remains within the Parcel.

Each such Membership shall be appurtenant to and may not be separated from ownership of the Lot or Parcel to which the Membership is attributable. There shall be only one Membership for each Lot, for each Dwelling Unit, for each Rental Apartment and, as determined by the Tract Declaration for each Commercial Parcel, which Memberships shall be shared by any joint owners of, or owners of undivided interest in, a Lot or Parcel.

Section 2. Voting. Each Owner and Lessee shall be entitled to one vote for each Membership held by the Owner or Lessee, subject to the authority of the Board to suspend the voting rights of the Owner or Lessee for violations of the Declaration in accordance with the provisions hereof.

Section 3. Right to Vote. No change in the ownership of a Membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such Membership must be cast as a unit, and fractional votes shall not be allowed. In the event that a Membership is owned by more than one (1) person or entity and such owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Membership, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other owners of the same Membership unless objection thereto is made at the time the vote is cast. In the event more than one (1) vote is cast for a particular Membership, none of the said votes shall be counted and all said votes shall be deemed void.

Section 4. Cumulative Voting for Board Member. In any election of the members of the Board, every owner of a Membership entitled to vote at such an election shall have the number of votes for each Membership equal to the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

Section 5. Membership Rights. Each Member shall have the rights, duties and obligations set forth in the Declaration and such other rights, duties and obligations as are set forth in the

Articles of Incorporation and Bylaws of this Association, as the same may be amended from time to time.

Section 6. Transfer of Membership. Except as provided in Section 7 of this Article VII, the rights and obligations of the owner of a Membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership to an Owner's Lot or Parcel. A transfer of ownership to a Lot or Parcel may be effected by Deed, interstate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Arizona. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a Lot or Parcel shall operate to transfer the Membership(s) appurtenant to said Lot or Parcel to the new Owner thereof.

Section 7. Use of Membership; Designees. Subject to the Copper Creek Rules, all of the owners of a Membership may designate one (1) or more non-Members (herein referred to as a "Designee") to exercise all of the rights of the Member under this Declaration except the Member's voting rights, but such designation shall not relieve the Member of any liabilities or obligation as an Owner or Lessee or with respect to the Membership. So long as such designation is in effect, the Member shall be permitted to exercise only his voting rights and the Board may, among other things, in its discretion, set maximum or minimum periods for which such designation may be in effect and limit the number of persons who may be so designated by any Member at any one time. It shall be presumed that a Lessee of a Rental Apartment is the Designee for the Membership associated with that Rental Apartment.

## ARTICLE VIII BOARD OF DIRECTORS

The control and management of the affairs of this Association shall be vested in a Board of Directors of not less than five (5) nor more than eleven (11) directors who must be Members of the Association.

## ARTICLE IX AMENDMENTS

*CCR'S*  
Section 1. Amendments. These Articles of Incorporation may be amended by the affirmative vote of ~~ninety percent (90%) of the votes of Members of the Association cast at a duly called meeting of the Members;~~ provided, however, after twenty (20) years from date of the Recording of the Declaration (as recorded on January 10, 1986, Book 698, Pages 109-154 in the Pima County Recorder's Office), the affirmative vote of only seventy-five percent (75%) of the Members casting votes at a duly called meeting of the Members shall be necessary to adopt an amendment to the Articles.

Section 2. Right of Amendment if Requested by Governmental Agency or Federally Chartered Lending Institutions. Any thing in these Articles to the contrary notwithstanding, the

Board shall have the right to amend all or any part of the Articles to such an extent and with such language as may be requested by the Federal Housing Administration ("FHA") or the Veterans Administration ("VA") and to further amend the Articles to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of the Articles or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lots. In the event of such an amendment, articles of amendment shall be executed, filed and published as provided under Arizona law. It is the desire of members to retain control of the Association and its activities through the Board of Directors. If any amendment requested pursuant to the provisions of this Section deletes, diminishes or alters such control, the Board shall have the right to prepare, provide for and adopt, as an amendment hereto, other and different control provisions.

ARTICLE X  
INCORPORATOR

The name and address of the incorporators are as follows:

<u>Name</u>	<u>Address</u>
<u>Rodney Oates</u>	<u>426 N. 44th Street, #350</u> <u>Phoenix, AZ 85008</u>
<u>Pat Damiani</u>	<u>3131 N. Country Club Rd., #107</u> <u>Tucson, AZ 85716</u>

ARTICLE XI  
INTERPRETATION

In the event that any provision hereof is inconsistent with or in derogation of the Declaration, the provisions of the Declaration shall control and this instrument shall be interpreted accordingly.

ARTICLE XII  
INDEMNIFICATION

The Association shall indemnify any person against expenses, including without limitation attorney's fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by reason or the fact that he or she was a Director, officer, employee or agent of the Association, or is or was serving as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise in all circumstances in which, and to the extent that, such indemnification is specifically permitted and provided for by the laws of the State of Arizona as then in effect.

Dated this 8th day of NOVEMBER 1996.

Board of Directors for The Copper Creek Association

M. Reath

John Schum

Hy D. Collier

\* The Undersigned accepts service as the  
Statutory Agent for this Corporation.

DA

David A. McEvoy