

AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
GREEN VALLEY COUNTRY CLUB VISTAS II
PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE 1
NAME

The name of the corporation is GREEN VALLEY COUNTRY CLUB VISTAS II PROPERTY OWNERS' ASSOCIATION, INC. (the "Association").

ARTICLE II
DEFINED TERMS

Capitalized terms used in these Articles without definition shall have the meanings specified for such terms in the Arizona Planned Communities Act, A.R.S.~33-1801, *et seq.*, and The Declaration of Covenants, Conditions and Restrictions for Country Club Vistas II (the "Declaration"), recorded in the office of the County Recorder of Pima County, Arizona, as amended from time to time.

ARTICLE III
PRINCIPAL OFFICE

The principal office of the Association shall be located at 261 W. La Canoa, Green Valley, AZ. 85614.

ARTICLE IV
STATUTORY AGENT

GS Agent Services LLC, whose address is 6700 N. Oracle Road, Suite 240, Tucson, AZ 85704, and who is a bona fide resident of the State of Arizona, hereby is appointed and designated the initial statutory agent for the Association.

ARTICLE V
PURPOSE OF THE ASSOCIATION

The corporation does not contemplate pecuniary gain or profit to the Members thereof; and the specific purposes for which it is organized are to operate a homeowners association and promote the health, safety and welfare of its Members and to provide for architectural control of the subdivision in Pima county, Arizona, known as Country Club Vistas II ("Subdivision"). The corporation shall not carry on any activities not permitted to be carried on by a homeowners association exempt from federal income tax under Section 528 of the Internal Revenue Code of 1986, or the corresponding provisions of any future United States revenue law. If the Corporation is dissolved, the assets of the corporation shall be dedicated to a public body, or conveyed to a nonprofit corporation with similar purposes.

ARTICLE VI
MEMBERSHIP AND VOTING RIGHTS

The Members of the Association shall be lot Owners. All Lot 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 a Lot Owner, a Person consents to becoming a Member of the Association. Each Lot Owner shall have such rights, privileges and votes in the Association as are set forth in the Declaration and the Bylaws. The provisions of the Declaration with respect to membership in the Association and the voting rights of the Members are hereby incorporated in these Articles by reference.

ARTICLE VIII
BOARD OF DIRECTORS

The names and addresses of the current directors of the Association, who shall serve as directors until they resign, are removed or their successors are elected and qualified, are as follows:

<u>Name</u>	<u>Mailing Address</u>
Elizabeth Rhomberg	121 W. Paseo Recortado, Green Valley, AZ 85614
Merle Eintracht	310 Placita La Canoa, Green Valley, AZ 85614
Linda Clemans	261 W. La Canoa, Green Valley, AZ 85614
Patti Fitzgibbons	101 W. Paseo Recortado, Green Valley, AZ 85614
Mary Peterson	131 W. Paseo Recortado, Green Valley, AZ 85614
David Lugers	206 W. Paseo Recortado, Green Valley, AZ 85614
Jerry Schultz	15 W. Calle Nogal, Green Valley, AZ 85614
Lisa Allen	262 W. Calle Nogal, Green Valley, AZ 85614

ARTICLE IX
LIMITATION ON LIABILITY OF DIRECTORS

The private property of directors and officers of the Association shall be forever exempt from liability for debts, obligations and liabilities of the Association.

The personal liability of directors of the Association to this Corporation and its members for monetary damages for breach of fiduciary duty as a director is eliminated to the fullest extent permitted by applicable law, including but not limited to Section 10-3202(B), Arizona nonprofit corporations act, and as the same may hereafter be amended.

ARTICLE X
DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by Members holding not less than eight percent (80%) of the total votes in the Association, and in accordance with the provisions of Arizona's Non-Profit Corporation Act.

ARTILE XI
AMENDMENTS

These Articles may be amended by the affirmative vote of 2/3 of the votes cast at a duly-held meeting of the Association or by written ballot.

ARTICLE XIII
INDEMNIFICATION

The Association shall indemnify any person made a party to any civil suit or criminal, administrative or investigative action, other than an action by or in the right of the Association, by reason of the fact that he is or was a member, director, officer, employee or agent of the Association against expenses, including attorneys' fees, and judgments, fines and amounts paid in settlement actually and reasonable incurred by him in connection with such action, if he acted, or failed to act, in good faith and he reasonably believed (i) in the case of conduct in an official capacity with the Association, that the conduct was in its best interest, (ii) in all other cases, that the conduct was at best not opposed to its best interests and (iii) in the case of any criminal action or proceeding, that he had no reasonable cause to believe the conduct was unlawful. Any indemnification of the members, directors, officers, 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 XIII 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 for any act, or failure to act, occurring prior to the effective date of such repeal or modification.

ARTICLE XIV
DURATION

The Association shall exist perpetually.

GS Agent Services LLC, having been designated to act as Statutory Agent, hereby consents to act in that capacity until removed, or resignation is submitted in accordance with the Arizona Revised Statutes.

Statutory Agent
(by Caroly B. Goldschmidt, Member of
GS Agent Services LLC)

