

Countryside Community Club Association

Covenants, Codes and Regulations

Articles of Incorporation

Bylaws



9151 N. Bald Eagle Ave. Tucson AZ 85742

(520) 744-4614 or (520) 744-4203

Countrysidemanager@gmail.com or Countrysideccstaff@gmail.com

website: www.ccanews.com

STATE OF ARIZONA

COUNTY OF PIMA

Witness my hand and Official Seal.

Indexed	Paged	Blotted

... hereby certify that the within instrument is duly recorded in Pima County, Arizona



RICHARD J. KENNEDY

County Recorder

deputy

No. 80 31

Book 7811

Date: JUN 25 '80 11:00 AM

Request of LAWYERS TITLE OF ARIZONA

702

Fee:

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE COUNTRYSIDE COMMUNITY CLUB

THIS DECLARATION is made the 17th day of June, 1986, by U.S. HOME CORPORATION, a Delaware corporation, hereinafter referred to as "Declarant."

RECITALS

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached hereto and incorporated by reference herein, and which shall hereinafter be referred to as the "Club Property"; and

WHEREAS, Declarant has constructed those certain Improvements upon the Club Property to be used for the common use and enjoyment of certain owners within the Member Properties as the same is described in Exhibit "B" attached hereto and incorporated by reference herein; and

WHEREAS, the Countryside Community Club Association, an Arizona nonprofit corporation (the "Association") has been formed for the purpose of operating, regulating and maintaining the Club Property; and

WHEREAS, Declarant wishes to convey the Club Property to the said Association and to preserve the use of such property in the future for purposes consistent with the general development plan of the Member Properties and for the common use and enjoyment of those persons owning or living upon lots within the Member Properties and the successors-in-interest thereto, and such other persons as shall be determined by the board of directors of the Association. Said uses shall be determined by the board of directors of the Association, by the articles of incorporation and bylaws of the Association and the Declaration of Covenants, Conditions and Restrictions for the Member Properties.

NOW, THEREFORE, Declarant hereby declares that the Club Property is and shall be held, conveyed, encumbered, leased, used and enjoyed subject to the following covenants, conditions, and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Club Property and the Member Properties which shall run with the Club Property, shall be binding upon all persons having or acquiring any interest in the Club Property or any part thereof; shall inure to the benefit of, be binding upon and may be enforced by 1) Declarant or such other person or entity which Declarant

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has, in writing, specifically designated as a transferee and successor-in-interest to any or all of Declarant's rights or obligations hereunder; 2) the Association, including its board of directors and members; and 3) the owner of any lot in the Member Properties which has been specifically granted membership rights in and to the Club Property by Declarant (or any other person or entity to which Declarant has specifically assigned or transferred, in writing, its right to grant membership rights hereunder in and to the Club Property), and whether such membership rights have been granted by recorded Declarations of Covenants, Conditions and Restrictions or otherwise ("Lot Owner(s)").

1. The Club Property shall be owned, operated, and maintained by the Association for the use and benefit of the Lot Owner(s) as well as the Lot Owner(s) families, guests and lessees of the Lot Owner(s) lots within the Member Properties, provided:

(a) That such Lot Owner(s) has a covenant running with his lot within the Member Properties obligating such Lot Owner(s) and his successors-in-interest thereto to pay certain recreational fees or assessments to the Association for the support of the Club Property, which said covenant shall have been established or approved in writing by Declarant or such other person or entity to which Declarant has, in writing, assigned or transferred its right of establishment or approval thereto; or

(b) That such Lot Owner(s) has in effect, and is not delinquent in payment, with respect to a separate written contractual agreement between said Lot Owner(s) and the Association, and which has been approved by the Board of Directors of the Association, for certain privileges of use and enjoyment of the Club Property.

2. All privileges of use of the Club Property by those persons entitled to use of the same, as provided for above, shall be subject to:

(a) The applicable provisions of the recorded Declarations of Covenants, Conditions and Restrictions for subdivisions within the Member Properties; and

(b) The Articles and Bylaws of the Association, as well as rules and regulation which may, from time to time, be promulgated by the board of directors of the Association (the "Board") or the property or association manager appointed by the Board, provided that subsequent to the recordation hereof.

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Neither said Declarations of Covenants, Conditions and Restrictions, the Articles or Bylaws of the Association, nor regulations promulgated pursuant thereto shall be amended in a fashion that would be contrary to the intent hereof.

3. No part of the Club Property shall be leased, conveyed or otherwise encumbered without the prior written consent of all of the following, which shall be duly recorded with the County Recorder of Pima County, Arizona:

(a) For a period of ten years from the recordation hereof, Declarant or any successor-in-interest thereto;

(b) Two-thirds of each class of members of the Association;

(c) The Board of Directors of the Countryside Community Club Association; and

(d) For a period of five years from the recordation hereof, the U.S. Department of Housing and Urban Development and the Veterans Administration.

This Section 3 shall not apply to the grant of such easements or licenses for utilities, construction and such other purposes as are incidental to the operation of the Club Property, provided that the granting thereof shall be consistent with the general plan of use, operation, maintenance and management of the Club Property, as the same is expressed in the Articles of Incorporation and Bylaws of the Association and shall include, but not be limited to, the expansion, modification or repair of improvements upon the Club Property.

4. Rights of Declarant Regarding Sales of Lots or Parcels to Developers, Investors or Builders. Notwithstanding those provisions otherwise set forth in this Declaration, whenever the vote, consent, or veto right of any of the following:

(1) The Declarant;

(2) Lot Owner(s);

(3) Owners of lots within Member Properties, or

(4) Members of the Association

is required, and whenever the extent of such rights depend upon ownership of lots within the Member Properties, then, in such case, Declarant shall have the exclusive power to exercise such rights with respect to such lots or parcels it has sold to other

developers, investors, or builders unless the provisions of this Section 4 have specifically been waived or transferred, in writing, by Declarant.

5. Obligation to Covenant Membership Properties. This Declaration is not intended to create any lien or encumbrance upon any of the Member Properties which do not have use privileges to the Club Properties pursuant to the paragraph preceding Section 1 above, nor does it create any obligation for Declarant to place covenants upon any of the Member Properties creating such privileges.

6. Term and Renewal. This Declaration shall run with and be binding upon the Club Property for a period of 20 years from the date of its recordation with the Office of the Pima County Recorder, Pima County, Arizona.

This Declaration shall be automatically renewed for an additional 20-year period unless terminated at that time by the written consent of 51% of those persons then Lot Owner(s) within the Member Properties.

7. Amendment. This Declaration may be amended as follows:

(a) IF the amendment is for the purpose of complying with any federal, state or local law or regulation, including but not limited to, the U.S. Department of Housing and Urban Development, the Veterans Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, then upon the recordation of a written instrument executed by Declarant or any other entity to which Declarant has specifically assigned in writing its rights under this Section.

(b) For a period of five (5) years from the recordation hereof, Declarant with prior written approval of the U.S. Department of Housing and Urban Development or the Veterans Administration, if the purpose is to correct a technical defect in this Declaration or any inconsistency between this Declaration and the articles of incorporation or bylaws of the Association or any of the Declarations of Covenants, Conditions and Restrictions recorded upon any of the Member Properties creating privileges of use and enjoyment to the Club Property.

(c) If the amendment is for any other purpose, then upon:

(i) Written consent of those persons or entities which constitute the owners of no less than 80% of all those lots within the Member Properties which have been specifically granted membership rights in and to the Club Property as set forth in the paragraph preceding Section 1 above; and

(ii) The prior written consent of the Board of Directors of the Countryside Community Club Association; and

(iii) For a period of 10 years from the recordation hereof or until Declarant owns 20 or fewer lots within the Member Properties, whichever is a shorter period of time, the prior written consent of Declarant or any other person or entity to which Declarant has conveyed its right of approval or veto under this section; and

(iv) For a period of 5 years from the recordation hereof, the prior written consent of the U.S. Department of Housing and Urban Development or the Veterans Administration.

DECLARANT:

U.S. HOME CORPORATION, Delaware corporation

By: [Signature]
Its: EXECUTIVE VICE PRESIDENT
WESTING HOUSE DIVISION

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED this 19th day of June, 1986, by Frank Carter as Executive Vice President of U.S. HOME CORPORATION, a Delaware corporation, as Declarant.

[Signature]
Notary Public

My Commission Expires:
12/10/88



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EXHIBIT A

All of that portion of the South half of Section 24 in Township 12 South of Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at the western most corner of Lot 35 of Countryside, Lots 1 thru 190, a subdivision on record in the office of the County Recorder of Pima County, Arizona in Book 31 of Maps and Plans at Page 5 thereof;

Run thence south 34 degrees 16' 21" west, a distance of 81.56 feet to a point on the southwesterly right of way line of Bald Eagle Avenue as shown in Book 6026 of Dockets at Pages 419 thru 422 thereof, said point being the TRUE POINT OF BEGINNING;

Run thence south 44 degrees 24' 39" east along said right of way line a distance of 411.96 feet to a point.

Thence south 25 degrees 00' 21" west, a distance of 171.22 feet to a point;

Thence south 11 degrees 00' 31" west, a distance of 262.00 feet to a point;

Thence north 68 degrees 14' 39" west, a distance of 75.00 feet to a point;

Thence south 55 degrees 31' 21" west, a distance of 601.00 feet to a point;

Thence north 61 degrees 26' 30" west, a distance of 389.52 feet to a point on a curve at which point the radius of said curve bears south 67 degrees 39' 10" east;

Thence northeasterly around said curve to the right whose radius is 353.00 feet a distance of 243.73 feet to a point of reverse curvature;

Thence northeasterly around said curve to the left whose radius is 1002.00 feet, a distance of 483.29 feet to a point of tangency;

Thence north 34 degrees 16' 21" east, a distance of 404.80 feet to a point, said point being the TRUE POINT OF BEGINNING.

Less any portion of a well site as described in Book 6189 of Dockets at Page 285 thereof.

Said parcel containing 10.35 acres more or less, and certain improvements hereon.

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EXHIBIT B

COUNTRYSIDE COMMUNITY CLUB
MEMBER PROPERTIES

All of those portions of the Southeast quarter of Section 24 in Township 12 South of Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

PARCEL A

Lots 1 thru 190 and Block 'A' of COUNTRYSIDE, Pima County, Arizona, as shown by map on file in Book 31 of Maps and Plats at Page 5, Pima County Records, EXCEPTING therefrom Block 'A' thereof.

PARCEL B

Lots 191 thru 447 and Blocks 'B,' 'C' & 'D' of COUNTRYSIDE, Pima County, Arizona, as shown by map on file in Book 32 of Maps and Plats at Page 83, Pima County Records, EXCEPTING therefrom Blocks 'B,' 'C' & 'D' thereof.

PARCEL C

Blocks 1, 6, & 8 of COUNTRYSIDE, Blocks 1 thru 10, Pima County, Arizona, as shown by map on file in Book 36 of Maps and Plats at Page 42, Pima County Records.

PARCEL D

Lots 1 thru 72, COUNTRYSIDE SHADOWS, Pima County, Arizona, as shown by map on file in Book 37 of Maps and Plats at Page 37, Pima County Records.

PARCEL E

Lots 1 thru 239, COUNTRYSIDE TERRACE, Pima County, Arizona, as shown by map on file in Book 37 of Maps and Plats at Page 51, Pima County Records.

PARCEL F

Lots 240 thru 398 and Block 'A' of COUNTRYSIDE TERRACE, Pima County, Arizona, as shown by map on file in Book 37 of Maps and Plats at Page 53, Pima County Records, EXCEPTING therefrom Block 'A' thereof.

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BYLAWS
OF
COUNTRYSIDE COMMUNITY CLUB ASSOCIATION
(As amended at Annual Meeting on January 19, 1999)

ARTICLE I
NAME & LOCATION

The name of the corporation is COUNTRYSIDE COMMUNITY CLUB ASSOCIATION, hereinafter referred to as the "C.C.C.A." The principal office of C.C.C.A. shall be located at 9151 North Bald Eagle Avenue, Tucson, Arizona, but meetings of members and directors may be held at such places within the State of Arizona, County of Pima, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation of Countryside Community Club Association and amendments thereto which are filed in the office of the Arizona Corporation Commission.

Section 2. "Assessment" shall mean those assessments to be paid by each Lot Owner for the privileges of the use and enjoyment of the Club Property and for the purpose of maintaining a fund for the operation, maintenance, management, administration and improvement of the Club Property.

Section 3. "C.C.C.A" shall mean and refer to COUNTRYSIDE COMMUNITY CLUB ASSOCIATION, its successor and assigns.

Section 4. "Club Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation for the Countryside Community Club Association and in the Declarations of Covenants, Conditions and Restrictions for the Member Properties.

Section 5. "Club Property" shall mean and refer to that property legally described in Exhibit A, attached thereto and incorporated by reference herein, and including any personal property now or hereafter owned or leased by the C.C.C.A.

Section 6. "Declaration(s)" shall mean and refer to the Declaration(s) of Covenants, Conditions and Restrictions and amendments thereto applicable to the Member Properties recorded in the Office of the Pima County Recorder and shall include covenants for membership assessments running with the land on any individual parcel within the

Member Properties, provided that he same has been approved by U.S. Home Corporation.

Section 7. "Developer" shall mean and refer to U.S. Home Corporation, a Delaware corporation, and its successors in interest pursuant to an instrument duly recorded conveying its interest as Developer.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Member Properties and all improvements thereon, with the exception of common areas.

Section 9. "Member Properties" shall mean and refer to that certain real property described in Exhibit B attached hereto and incorporated by reference herein.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Member Properties, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE III MEETING OF CLUB MEMBERS

Section 1. General Meetings. An annual meeting will be held each January to elect new members to the Board of Directors and to present the annual budget. Date, time, and location of this meeting will be at the discretion of the President with concurrence of the Board, but shall be at a time and place reasonably accessible to the Club Members.

Section 2. Special Meetings. Special meetings of the Club Members may be called at any time by the president or by the Board of Directors. The president or the Board of Directors shall call a special meeting upon written request of one-fourth (1/4) of the members who are entitled to vote.

Section 3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, or these Bylaws, written notice of each meeting of the Club Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting at least fifteen (15) days before such meeting to each Club Members entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Club Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Club Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until

a quorum shall be present or be represented. At such rescheduled meeting, the presence of Club Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes shall constitute a quorum.

Section 5. Proxies. At all meeting of Club Members, each Club Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Club Member of his Lot.

ARTICLE IV BOARD OF DIRECTORS, SELECTION, AND TERM OF OFFICE

Section 1. Number. The affairs of C.C.C.A. shall be managed by a board of not less than three (3) and not more than five (5) directors. All directors must be Club Members.

Section 2. Term of Office. So as to provide continuity on the Board, effective with the election to be held at the time this amended section is approved, Board members will serve two years terms, staggered, with three directors beginning terms concurrent with the enactment of this amendment for two years and two directors beginning one year terms at that time. Thereafter, in alternating years beginning with the annual meeting one year after the enactment of this amended section, two directors will be elected, each to serve a two-year term and in the other year, three directors will be elected, each to serve a two year term. In order to facilitate this process, the three candidates receiving the highest number of votes in the election held concurrently with the approval of this amended section will serve two year terms and the other two directors elected at that annual meeting will serve one year terms.

Section 3. Removal and Replacement of Directors

a. By the members. Any director may be removed from the Board, with cause, by a simple majority vote of the Club members at a regular or special meeting of the Club Members. At any meeting held for the removal of a director, that director shall be entitled to appear before the membership and address any charges of misconduct prior to the taking of a vote.

b. For failure to attend meetings. If a director fails to attend three consecutive regularly scheduled meetings, the Board shall declare that seat vacant.

c. Replacement of Director. In the event of the death, or resignation, or removal of a director, a successor shall be selected by the remaining Board members and shall serve for the unexpired term of the predecessor. In the event there is less than four months remaining in the unexpired term, the remaining Board members may choose not to appoint a replacement, providing that there are at least three remaining Board members.

Section 4. Compensation. No director shall receive compensation for any service he may render the C.C.C.A. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. After first obtaining the written approval of all the directors, the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Club Members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Those nominated will be members of C.C.C.A.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Board member or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation for C.C.C.A. the persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. If the meeting falls on a legal holiday, then that meeting shall be held within 7 days at the discretion of the President and with the concurrence of a majority of Board members.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of C.C.C.A., or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a

quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

A. Adopt and publish rules and regulations governing the use of the Club Property and its facilities, and the personal conduct of the Club Members and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend a Club Member's voting rights use privileges of the Club Property during any period in which such Club Member shall be in default in the payment of any assessment levies by C.C.C.A. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

C. Exercise for C.C.C.A. all powers, duties and authority vested in or delegated to C.C.C.A. and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

E. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

F. Enforce the provisions of the Declaration of Covenants, Conditions and Restrictions for the Member Properties relating to use of the Club Property; and

G. Enforce the rules and regulations for the use of the Club Property as they may be, from time to time, promulgated by the Board of Directors of C.C.C.A.

Section 2. Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Club Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

B. Supervise all officers, agents and employees of C.C.C.A., and to see that their duties are properly performed;

C. As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against the dwelling unit of each Club Member at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner or if the Board shall so decide that the assessment shall be paid as part of the general assessment levied by a homeowner's association for the Member Property, then to such association subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within twenty (20) days after due date or to bring an action at law against the owner personally obligated to pay the same.

D. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. As reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. Procure and maintain adequate liability and hazard insurance on the Club Property in accordance with Article VIII herein;

F. Cause all officer or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

G. Cause the Club Property to be maintained;

H. Enforce the Declarations for the Member Properties, insofar as they pertain to the Club Property and the C.C.C.A.

ARTICLE VIII INSURANCE

The Board shall obtain the following types of insurance for C.C.C.A.:

Section 1. Hazard Insurance. The insurance policy shall protect against at least:

A. The loss or damage by fire or other hazards that are normally covered by the standard extended coverage endorsement; and

B. All other perils customarily covered for similar types of projects, including those covered by the standard "All-Risk" endorsement. The foregoing coverage must cover all of the Club Property except for those items which are normally excluded from coverage, i.e., land, foundation, excavation and so on. Fixtures, building service equipment, as well as personal property and supplies of the Club Property should be covered.

The amount of the insurance should cover 100% of the replacement cost of the Club Property facilities. Coverage does not need to include land, foundation, excavations and other items that are usually excluded from insurance coverage.

The following additional endorsements shall be obtained:

(1) Agreed Amount and Inflation Guard Endorsement when obtainable; and

(2) If there is a construction code provision that requires changes to undamaged portions of the buildings even when only part of the project is destroyed by an insured hazard, then construction Code Endorsements shall be maintained. Typical endorsements include Demolition Cost Endorsements, Contingent Liability From Operation of Building Laws Endorsements and Increased Cost of Construction Endorsement.

Section 2. Flood Insurance. If any part of the Club Property is in a special flood hazard area, as defined by the Federal Emergency Management Agency, the C.C.C.A. must maintain a "Master" or "Blanket" policy of flood insurance. The policy should cover any buildings on the Club Property and any other property owned by C.C.C.A.

The amount of insurance shall be at least equal to the lessor of (1) 100% of the current replacement cost of all buildings and other insurable property located in the flood hazard area; or (2) the maximum coverage available for the Club Property under the National Flood Insurance Program.

Section 3. Liability Insurance. The C.C.C.A. must maintain a comprehensive general liability insurance policy covering all of the Club Property, public ways and any other areas that are under its supervision. The policy should provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any singly occurrence.

The liability insurance should provide coverage for: (1) bodily injury and property damage that results from the operation, maintenance or use of the Club Property and the facilities located thereon; and (2) any legal liability that results from lawsuits related

to employment contracts in which C.C.C.A. is a party.

The policy must provide for at least ten days written notice to C.C.C.A. before the insurer can cancel or substantially modify it.

Section 4. Fidelity Bonds. The C.C.C.A. must have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by C.C.C.A., whether or not they receive compensation for their services. A management agent that handles funds for C.C.C.A. should also be covered by its own fidelity bond.

Except for fidelity bonds that a management agent obtains for its personnel, all other bonds should name C.C.C.A. as an obligee and should have their premiums paid by C.C.C.A.

The fidelity bond should cover the maximum funds that will be in the custody of C.C.C.A. or its management agent at any time while the bond is in force. In addition, the bond coverage must at least equal the sum of three months assessments (i.e., for membership assessments) on all units or lots having membership rights in C.C.C.A., plus reserve funds of C.C.C.A.

The bonds shall include a provision that calls for ten days written notice to C.C.C.A. or insurance trustee prior to cancellation or substantial modification of the bond for any reason.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of C.C.C.A. shall be a president and one or more vice presidents, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Club Members.

Section 3. Term. The officers shall be elected annually by the Board and each shall hold office for two (2) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of C.C.C.A. may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office

with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. Any two or more offices may be held by the same person except the offices of president and secretary.

Section 8. Duties. The duties of the officers are as follows:

A. President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes;

B. Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

C. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of Club Members; keep the corporate seal of C.C.C.A. and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Club Members; keep appropriate current records listing the Club Members and their addresses; and shall perform such other duties as required by the Board;

D. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all funds belonging to the Association and shall disburse such funds as directed by resolution of the Board of Directors. In addition, the treasurer shall sign all promissory notes of the Association and insure that all checks of the Association are signed by the appropriate persons designated by the Board of Directors. The treasurer shall keep proper books of account and direct and assist with an annual audit or review of the Association books {as defined by the American Institute of Certified Public Accountants}. An audit shall be conducted during even numbered years and a review shall be conducted during odd numbered years. The audit or review shall be conducted by an independent certified public accountant at the completion of each fiscal year. The treasurer shall prepare an annual budget and a statement of income and expenditures to be presented to the Members at its regular annual meeting, and deliver a copy of each to the Member.

E. Delegation of Duties. Upon resolution of the Board, the duties of the officers may be delegated to employees, outside contractors or others as deemed appropriate by the Board of Directors. All duties so delegated shall be performed under monitoring by the Board of Directors.

ARTICLE X COMMITTEES

The C.C.C.A. may appoint a Capital Improvement Committee as provided in the Declaration, and shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI BOOKS AND RECORDS

The books, records and papers of C.C.C.A. shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and Bylaws of C.C.C.A. shall be available for inspection by any Club Member at the principal office of C.C.C.A., where copies may be purchased at reasonable cost.

ARTICLE XII ASSESSMENTS

As more fully provided in the Declarations, each Club Member is obligated to pay to C.C.C.A. directly, or to C.C.C.A. indirectly through the Club Member's homeowner's association, certain assessments (membership assessments) which are secured by a continuing lien upon the property against which the assessment is made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be deemed delinquent and shall bear interest at the rate of twelve percent (12%) per annum. The C.C.C.A. may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Club Property or abandonment of his Lot. The assessment to be paid by each Owner for membership rights and use of the Club Property shall be set by the Board of Directors from time to time, in accordance with the Declarations of Covenants, Conditions and Restrictions as recorded for the Member Properties.

ARTICLE XIII CORPORATE SEAL

The C.C.C.A. shall have a seal in circular form having within its circumference the words "COUNTRYSIDE COMMUNITY CLUB ASSOCIATION."

ARTICLE XIV
AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the Club Members, by a vote of a majority of a quorum of Club Members present in person or by proxy.

ARTICLE XV
CONSTRUCTION

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control and in the case of any conflict between the Declaration and the Articles or Bylaws, the Declaration shall control.

ARTICLE XVI
MISCELLANEOUS

The fiscal year of C.C.C.A. shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

EXHIBIT A

COUNTRYSIDE COMMUNITY CLUB PROPERTY

All of that portion of the South half of Section 24 in Township 12 South of Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Beginning at the western most corner of Lot 35 in Countryside, Lots 1 through 190, a subdivision on record in the office of the County Recorder of Pima County, Arizona in Book 31 of Maps and Plats at Page 5 thereof;

Run thence south $34^{\circ} 16' 21''$ west, a distance of 81.56 feet to a point on the southwesterly right of way line of Bald Eagle Avenue as shown in Book 626 of Dockets at Page 419 thru 422 thereof, said point being the TRUE POINT OF BEGINNING;

Run thence south $44^{\circ} 24' 39''$ east along said right of way line a distance of 411.96 feet to a point;

Thence south $25^{\circ} 00' 21''$ west, a distance of 171.22 feet to a point;

Thence south $11^{\circ} 00' 21''$ west, a distance of 262.00 feet to a point;

Thence north $68^{\circ} 14' 39''$ west, a distance of 78.00 feet to a point;

Thence south $55^{\circ} 33' 21''$ west, a distance of 601.00 feet to a point;

Thence north $61^{\circ} 26' 39''$ west, a distance of 389.62 feet to a point on a curve at which point the radius of said curve bears south $67^{\circ} 39' 10''$ east;

Thence northeasterly around said curve to the right whose radius is 353.00 feet a distance of 243.73 feet to a point of reverse curvature;

Thence northeasterly around said curve to the left whose radius is 1002.00 feet, a distance of 483.29 feet to a point of tangency;

Thence north $34^{\circ} 16' 21''$ east, a distance of 404.80 feet to a point, said point being the TRUE POINT OF BEGINNING.

Less any portion of a well site as described in Book 6189 of Dockets at Page 285 thereof.

Said parcel containing 10.35 acres more or less.

EXHIBIT B

COUNTRYSIDE COMMUNITY CLUB MEMBER PROPERTIES

All of those portions of the Southwest quarter of Section 24 in Township 12 South of Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Parcel A

Lots 1 thru 190 and Block 'A' of COUNTRYSIDE, Pima County, Arizona, as shown by map on file in Book 31 of Maps and Plats at Page 5, Pima County Records, EXCEPTING therefrom Block 'A' thereof.

Parcel B

Lots 191 through 447 and Block 'B,' 'C' & 'D' of COUNTRYSIDE, Pima County, Arizona, as shown by map on file in Book 32 of Maps and Plats at Page 83, Pima County Records, EXCEPTING therefrom, Blocks 'B,' 'C' & 'D' thereof.

Parcel C

Blocks 1, 6, & 8 of COUNTRYSIDE, Blocks 1 thru 10, Pima County, Arizona, as shown by map on file in Book 36 of Maps and Plats at Page 42, Pima County Records.

Parcel D

Lots 1 thru 72, COUNTRYSIDE SHADOWS, Pima County, Arizona, as shown by map on file in Book 37 of Maps and Plats at Page 37, Pima County Records.

Parcel E

Lots 1 thru 239, COUNTRYSIDE TERRACE, Pima County, Arizona, as shown by map on file in Book 37 of Maps and Plats at Page 51, Pima County Records.

Parcel F

Lots 240 thru 398 and Block 'A' of COUNTRYSIDE TERRACE, Pima County, Arizona, as shown by map on file in Book 37 of Maps and Plats at Page 53, Pima County Records, EXCEPTING therefrom, Block 'A' thereof.

Said parcels, A thru F, containing 304 acres.

ARTICLES OF INCORPORATION
OF
COUNTRYSIDE COMMUNITY CLUB ASSOCIATION

AZ. CORP. COMMISSION
FOR THE STATE OF AZ.
FILED
DEC 19 '84
APPR. *Letty Barlow*
DATE APPR. 12-20-84 FILE #
TERM _____
DATE RECORDED _____

In compliance with the requirements of the Arizona Corporation Act, the undersigned, all of whom are residents of Arizona, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify: 512136

ARTICLE I
NAME OF CORPORATION

The name of the corporation is Countryside Community Club Association, hereafter called the "C.C.C.A."

ARTICLE II
PRINCIPAL OFFICE

The principal office of C.C.C.A. is now located at 5363 East Pima, Second Floor, Tucson, Arizona.

ARTICLE III
STATUTORY AGENT

Balwant Cheema, acting on behalf of U.S. Home Corporation, whose address is 5363 East Pima, Second Floor, Tucson, Arizona, is hereby appointed the initial statutory agent of C.C.C.A.

ARTICLE IV
DEVELOPER

Any reference to "Developer" in these Articles shall mean and refer to U.S. Home Corporation, a Delaware corporation, and its successors in interest pursuant to a duly recorded instrument conveying its interest as Developer.

ARTICLE V
PURPOSES AND POWERS

The C.C.C.A. does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to provide for the operation, management, maintenance, and preservation of the recreational facilities and Club Property located within and including that certain parcel of real property legally described on Exhibit A attached hereto and incorporated by reference herein and any additions and personal property now or hereafter owned by or leased by the C.C.C.A., and to promote the health, recreation, safety, and welfare of the members. For these purposes, the C.C.C.A. may:

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1. Exercise all of the powers and privileges, to perform all of the duties and obligations of C.C.C.A. as set forth in those certain Declarations of Covenants, Conditions and Restrictions or other covenants applicable to the "Member Properties" as the same are set forth in Article V herein and as legally described on Exhibit B attached hereto and incorporated by reference herein.

2. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the said covenants of record; pay all expenses in connection therewith and all operation, management, maintenance and other expenses incident to the conduct of the business of C.C.C.A., including all licenses, taxes or governmental charges levied or imposed against the Club Property; provided that the operating budget shall be first approved by Developer as long as Developer maintains an ownership interest, whether legal, equitable or beneficial, in the Member Properties.

3. 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 C.C.C.A.; provided that no such dedication, sale or transfer shall be effective without the prior written approval of Developer.

4. Borrow money, and with the assent of two-thirds (2/3) of Class A members and of Developer, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

5. Dedicate, sell or transfer all or any part of the Club Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members and approved by the Board and Developer. No such dedication, sale or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of Class A members agreeing to such dedication, sale or transfer and by Developer; and provided that all members of C.C.C.A. and Developer are given notice of such dedication or transfer in accordance with the covenants of record for the Member Properties; and provided that no such dedication, sale or transfer shall be effective without the prior written approval of Developer.

6. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and common areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of Class A members and of Developer;

7. Have and exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Arizona by law may now or hereafter have or exercise.

ARTICLE VI MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided interest in any property which is located within that certain designated geographical area, legally described on Exhibit B attached hereto and incorporated by reference herein (referred to elsewhere herein as "Member Properties") including contract sellers, and which is subject by covenants of record running with the land to assessment in an amount to be determined by the Board of Directors of C.C.C.A. pursuant to the terms of the Declaration(s), shall be a member of C.C.C.A. Developer shall also be a member of the C.C.C.A. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any property which is subject to assessment by C.C.C.A. All members shall be either Class A or Class B members.

All covenants of record giving rise to the membership rights described herein must have been originally executed by or approved by Developer.

ARTICLE VII

The C.C.C.A. shall have two classes of voting membership:

Class A. Class A members shall be all Owners having covenants of record obligating them to pay assessments to C.C.C.A. (with the exception of Developer or the Trustee of any land trust in which Developer holds a beneficial interest, or assigns and successors in interest of either), and shall be entitled to one vote for each lot in which he holds the interest required for membership. When more than one person holds an interest in any lot, all such persons shall be members. The voting for such lot shall be exercised as such persons among themselves determine, but in no event shall more than one vote be cast with respect to any Class A member's lot.

The voting rights of all Class A members (except those Class A members which were converted from Class B membership), shall cease and revert to the Class B member upon the occurrence of any of the following events:

(a) Failure to maintain insurance coverages as required by the Bylaws of C.C.C.A.

(b) Failure to maintain the physical appearance of the Club Property including all improvements thereon.

(c) Failure to maintain the Club Property in a condition safe for use by the members.

(d) Failure to approve the expansion of the facilities adequate to accommodate the members.

(e) Failure to promulgate or enforce reasonable rules and regulations for the safe and efficient operation of the Club Property.

(f) Failure to maintain and/or follow a reasonable and appropriate operating budget.

The Class B member(s) shall determine in good faith and in its sole discretion when the condition(s) which triggered the reversion of Class A membership has been sufficiently rectified or stabilized to allow the reestablishment of Class A membership. At that time, Class A membership shall be immediately reestablished in accordance with the provisions of this Article relating to Class A voting membership rights.

Class B. The Class B member shall be Developer, or its assigns and successors, and shall be entitled to three (3) votes for each lot owned by Developer in any of the Member Properties or for each lot in which Developer holds a beneficial interest thereto under the provisions of a land trust. The total votes which the Developer shall be entitled to cast may be cast in such proportion on any matter as Developer may determine. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership.

ARTICLE VIII BOARD OF DIRECTORS

The affairs of C.C.C.A. shall be managed by a Board of five (5) Directors, except for the time prior to the first annual meeting when C.C.C.A. shall be managed by the three (3) persons who shall act in the capacity of Directors.

At the first annual meeting, five (5) Directors shall be elected.

The names and addresses of the persons who are to act in the capacity of Directors until the first annual meeting when their successors and two additional Directors shall be elected are:

<u>NAME</u>	<u>ADDRESS</u>
Rik Alex President	c/o U.S. Home Corporation 5363 E. Pima, Second Floor Tucson, Arizona 85712
John Krygelski Vice President	c/o U.S. Home Corporation 5363 E. Pima, Second Floor Tucson, Arizona 85712
Balwant Cheema Secretary/Treasurer	c/o U.S. Home Corporation 5363 E. Pima, Second Floor Tucson, Arizona 85712

ARTICLE IX
INCORPORATORS

The following incorporators of Countryside Community Club Association are:

Rik Alex	5363 E. Pima, Second Floor Tucson, Arizona 85712
Balwant Cheema	5363 E. Pima, Second Floor Tucson, Arizona 85712

ARTICLE X
DISSOLUTION

The C.C.C.A. may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members, and the assent of Developer. Upon dissolution of C.C.C.A., other than incident to a merger or consolidation, the assets of C.C.C.A. shall be dedicated to an appropriate public agency to be used for purposes similar to those for which C.C.C.A. was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI
DURATION

The corporation shall exist perpetually.

ARTICLE XII
AMENDMENT

Amendment of these Articles shall require the assent of two-thirds (2/3) of the votes of the entire membership and the assent of Developer.

ARTICLE XIII
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of common areas, dedication of common areas, dissolution, and amendment of these Articles.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Arizona, we, the undersigned, constituting the incorporators of COUNTRYSIDE COMMUNITY CLUB ASSOCIATION, have executed these Articles of Incorporation this 10 day of November, 1984.

Rik Alex
Rik Alex, Incorporator

Balwant Cheema
Balwant Cheema, Incorporator

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this, the 10 day of November, 1984, before me, the undersigned Notary Public, personally appeared Rik Alex and Balwant Cheema, who acknowledged themselves to be incorporators of COUNTRYSIDE COMMUNITY CLUB ASSOCIATION, an Arizona corporation, and that they, as such incorporators, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such incorporators.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

W. W. E. [Signature]
Notary Public

My Commission Expires:
My Commission Expires Aug. 22, 1987