

JAN 11 2006

ARTICLES OF INCORPORATION

OF

FILE NO. ~~1254953-00~~ **COSTA DEL SOL CONDOMINIUMS MAINTENANCE CORPORATION**

**ARTICLE I
NAME**

The name of the corporation is Costa Del Sol Condominiums Maintenance Corporation.

**ARTICLE II
DEFINED TERMS**

Capitalized terms used in these Articles without definition shall have the meanings specified for such terms in the Arizona Condominium Act, A.R.S §33-1201, *et seq.*, and the Condominium Declaration of Costa Del Sol Condominiums recorded in the official records of the County Recorder of Pima County, Arizona, as amended from time to time.

**ARTICLE III
KNOWN PLACE OF BUSINESS**

The known place of business of the Association shall be located at 931 N. Euclid Avenue, Tucson, Arizona 85719.

**ARTICLE IV
STATUTORY AGENT**

Sidney Y. Kohn, whose address is 1200 North El Dorado Place, Suite H-810, Tucson, Arizona 85715, and who is a resident of the State of Arizona, is hereby appointed and designated the initial statutory agent for the Corporation.

**ARTICLE V
CHARACTER OF BUSINESS**

The Association is organized as a nonprofit corporation under the Arizona Nonprofit Corporation Act. The character of the business which the Association intends to conduct in Arizona is to (a) constitute the Association referred to in the Declaration; (b) provide for the management, maintenance and care of the Common Elements; (c) exercise and perform such other powers and duties as are imposed upon or granted to the Association under the Condominium Act and the Condominium Documents.

**ARTICLE VI
MEMBERSHIP AND VOTING RIGHTS**

The Members of the Association shall be the Unit Owners. All Unit Owners shall be mandatory members of the Association, and no Member shall have the right to resign as a

**ARTICLE IX
LIMITATION ON LIABILITY OF DIRECTORS**

The personal liability of a director of the Association to the Association or its members for money damages for any action taken or any failure to take any action as a director is hereby eliminated to the fullest extent permitted by the Arizona Nonprofit Corporation Act, as amended from time to time. Any repeal or modification of this Article IX shall be prospective only and shall not adversely affect the personal liability of a director or prior director for any act or omission occurring prior to the effective date of such repeal of modification.

**ARTICLE X
DISSOLUTION**

The Association may be dissolved with the consent given in writing and signed by Members holding not less than eighty percent (80%) of the total votes in the Association. So long as the Declarant owns one (1) or more Units, the Association may not be dissolved without the prior written approval of the Declarant.

**ARTICLE XI
AMENDMENTS**

These Articles may be amended by Members holding at least sixty-seven percent (67%) of the total votes in the Association, except that during the Period of Declarant Control the Declarant shall have the right to amend these Articles in order to (a) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner; (b) correct any error or inconsistency in the Bylaws if the amendment does not adversely affect any Unit Owner; or (c) comply with the requirements or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage instruments including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration or the Veterans Administration. Any Amendment to these Articles must be approved in writing by the Declarant as long as the Declarant owns one (1) or more Units.

**ARTICLE XII
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 any 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 reasonably incurred by him in connection with such action, if he acted, or failed to act, in good faith and he reasonably believed (a) in the case of conduct in an official capacity with the Association, that the conduct was in its best interest, (b) in all cases, that the conduct was at least not opposed to the Associations best interest and (c) 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, officer, 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 XII 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 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.

**ARTICLE XIII
DURATION**

The Corporation shall exist perpetually.

**ARTICLE XIV
INCORPORATOR**

The name and address of the incorporator of this Association is:

Name

Address

Randy L. Bailey

9252 Chesapeake Drive
San Diego, CA 92123

INCORPORATOR:

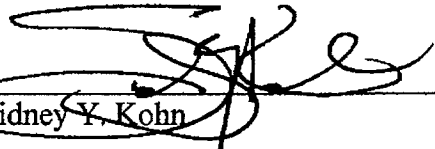


RANDY L. BAILEY

ACCEPTANCE OF APPOINTMENT AS STATUTORY AGENT

The undersigned, having been designated to act as statutory agent for this corporation, hereby accepts such appointment and agrees to act in that capacity until removal or resignation is submitted in accordance, with applicable provisions of the Arizona Revised Statutes.

Dated this 11th day of January 2006.



Sidney Y. Kohn