

genders; words in the singular shall include the plural; and words in the plural shall include the singular.

Section 15.10. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

Section 15.11. Notices. If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, this Declaration or resolution of the Board to be given to any Owner or Resident then, unless otherwise specified herein or in the resolution of the Board, such notice requirement shall be deemed satisfied if notice of such action or meeting is published once in any newspaper in general circulation within the City of Chandler or Cooper Commons. This Section shall not be construed to require that any notice be given if not otherwise required and shall not prohibit satisfaction of any notice requirement in any other manner.

Section 15.12. FHA/VA Approval. If this Declaration has been initially approved by the FHA or the VA in connection with any loan programs made available by FHA or VA and any loans have been made which are insured or guaranteed by FHA or VA, then as long as there is a Class B Membership, the following actions will require the prior approval of the FHA or the VA, as applicable, unless the need for such approval has been waived by FHA or VA: dedications of Common Areas and amendment of this Declaration.

Section 15.13. Conveyance or Encumbrances of Association Land. The Association Land shall not be mortgaged, transferred, dedicated or encumbered without the prior written consent or affirmative vote of the Class B Membership and the affirmative vote or written consent of the Owners representing at least two-thirds (2/3) of the votes in Class A Membership.

Section 15.14. Attorney's Fees. In addition to any other remedies set forth in this Declaration regarding costs and attorney's fees, in the event the Association employs an attorney to enforce any lien granted to it under the terms of this Declaration or to collect any Assessments or other amounts due from an Owner or to enforce compliance with or recover damages for any violation or noncompliance with the Declaration, Articles, Bylaws, Cooper Commons Rules, Association Rules, or Design Guidelines, the offending Owner or other person or entity shall pay to the Association, upon demand, all attorney fees and court costs incurred by the Association, whether or not suit is filed, which fees and costs shall be secured by the Assessment Lien.

Section 15.15. Remedies Cumulative. Each remedy afforded the Association herein is cumulative and not exclusive.

Section 15.16. Responsibility of Successors in Interest to Owner's Violations.

Successors in title of an Owner to a Lot or Parcel are obligated to correct any violation of the Declaration, the Association Rules, the Cooper Commons Rules, or the Design Guidelines by any preceeding Owner of the Lot or Parcel.

Section 15.17. Indemnification/Acknowledgement. The Owners,

as defined herein, acknowledge that: (1) the property subject to this Declaration contains Common Areas; (2) the Common Areas are intended solely for aesthetic purposes and limited recreational use; (3) the Common Areas possess certain inherent dangers from which the Owners must take precautions to protect themselves, their families, invitees, guests and others; (4) no safety personnel will patrol the Common Areas and the Owners assume the risk and the responsibility of protecting themselves, their families, invitees, guests or others; and (5) the owners will indemnify, defend and hold harmless the Declarant, the Association, the Developer(s) and their successors and assigns from and against any claims, liabilities, injuries, damages, expenses and costs, including interest and attorneys' fees, incurred by or claimed against the Declarant, the Association, the Developer(s) and their successors and assigns under any laws arising in any way from or in connection with the Common Areas.

COOPER COMMONS L.L.C., an Arizona limited liability company

By: CAREFREE PARTNERS, L.L.C., an Arizona limited Liability company, its Manager/Member

By: WEST MANAGEMENT LIMITED PARTNERSHIP, an Arizona limited partnership, its Manager

By: THE RICHARD WEST COMPANY, an Arizona Corporation, its General Partner

By: *Richard B. West III*
Richard B. West III, President

STATE OF ARIZONA)
)ss
County of Maricopa)

Copied The foregoing instrument was acknowledged before me this *25* day of _____, 1998, by Richard B. West III, the President of The Richard West Company, an Arizona corporation, the General Partner in West Management Limited Partnership, an Arizona company, the Manager/Member of Cooper Commons L.L.C., an Arizona limited liability company, on behalf thereof.

Cristine Davis
Notary Public

My Commission Expires:
November 5, 2000



EXHIBIT "A"

Legal Description - Covered Property

Lots 1 through 245, inclusive, and Tracts A through D, inclusive, COOPER COMMONS PARCEL 1, according to the plat recorded in Book 448 of Maps, page 42, official records of Maricopa County, Arizona; and

Lots 1 through 126, inclusive, and Tracts A through C, inclusive, COOPER COMMONS PARCEL 3, according to the plat recorded in Book 448 of Maps, page 43, official records of Maricopa County, Arizona.

Lots 1 through 298, inclusive, and Tracts T-1 through T-82, inclusive, COOPER COMMONS PARCEL 8, according to the plat recorded in Book 448 of Maps, page 44, official records of Maricopa County, Arizona.

EXHIBIT "B"

Legal Description - Additional Property

That certain property located in Maricopa County, Arizona described on the following two pages, but excluding therefrom the property described on the preceding Exhibit "A."

PARCEL NO. 1:

A portion of Section 36, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 36 which is the TRUE POINT OF BEGINNING;

thence East (assumed) along the North line of the Northwest quarter of said Section 36 a distance of 2640.24 feet to the Northeast corner of the Northwest quarter of said Section 36;

thence continuing East along the North line of the Northeast quarter of said Section 36 a distance of 6.75 feet;

thence South 00 degrees 19 minutes 03 seconds West parallel to and 6.75 feet East of the North-South mid line of said Section 36 a distance of 5269.85 feet to a point on the South line of the Southeast quarter of said Section 36;

thence North 89 degrees 29 minutes 53 seconds West along the South line of the Southeast quarter of said Section 36 a distance of 6.75 feet to the Southeast corner of the Southwest quarter of said Section 36;

thence North 89 degrees 27 minutes 21 seconds West (record) North 89 degrees 26 minutes 26 seconds West (measured) along the South line of the Southwest quarter of said Section 36 a distance of 2644.03 feet (record) 2627.66 feet (measured) to the Southwest corner of said Section 36;

thence North 00 degrees 31 minutes 33 seconds East (record) North 00 degrees 10 minutes 05 seconds East (measured) along the West line of the Southwest quarter of said Section 36 a distance of 2622.53 feet (record) 2621.88 feet (measured) to the Northwest corner of the Southwest quarter of said Section 36;

thence North 00 degrees 11 minutes 32 seconds East along the West line of the Northwest quarter of said Section 36 a distance of 2622.19 feet to the TRUE POINT OF BEGINNING;

EXCEPT the North 40.00 feet thereof; and

EXCEPT the South 33.00 feet thereof; and

EXCEPT the West 33.00 feet thereof for roadway purposes; and

EXCEPT therefrom an undivided one-half interest in all oil, gas and other mineral deposits as reserved in instrument recorded in Book 335 of Deeds, Page 444.

No: (201-800-1003061)

PARCEL NO. 2:

That part of Section 36, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 36;

thence East (assumed) along the North line of the Northwest quarter of said Section 36, a distance of 2640.24 feet to the Northeast corner of the Northwest quarter of said Section 36;

thence continuing East along the North line of the Northeast quarter of said Section 36, a distance of 6.75 feet to the TRUE POINT OF BEGINNING;

thence continuing East along the North line of the Northeast quarter of said Section 36, a distance of 2633.81 feet to the Northeast corner of the Northeast quarter of said Section 36;

thence South 00 degrees 17 minutes 31 seconds West along the East line of the Northeast quarter of Section 36, a distance of 2646.50 feet to the Southeast corner of the Northeast quarter of said Section 36;

thence North 89 degrees 44 minutes 11 seconds West along the South line of the Northeast quarter of said Section 36, a distance of 2634.94 feet to a point which lies 6.75 feet East of the West line of the Northeast quarter of said Section 36;

thence North 00 degrees 19 minutes 03 seconds West parallel with and 6.75 feet East of the West line of the Northeast quarter of said Section 36 a distance of 2634.38 feet to the TRUE POINT OF BEGINNING;

EXCEPT the North 40.00 feet thereof; and

EXCEPT the East 33.00 feet thereof for roadway purposes; and


EXCEPTING AND RESERVING a 1/2 interest in all oil, gas and minerals on, in and under said real estate, as reserved in Book 386 of Deeds, Page 444.

Corporate Resolution
THE COOPER COMMONS COMMUNITY ASSOCIATION

WHEREAS, The Cooper Commons Community Association is duly established and incorporated under the laws of Arizona as a nonprofit corporation;

AND WHEREAS, a majority of the Board of Directors holds that in the exercise of the corporation's duty to fix, levy, collect and enforce payment of all charges or assessments made pursuant to the Association's Declaration of Covenants, Conditions and Restrictions, the affairs of the Association require that a **COLLECTION OFFICER** be named and elected;

NOW THEREFORE, BE IT RESOLVED, pursuant to Section 10-3840, Arizona Revised Statutes, and Article 4, Section 4.4 of the Association Bylaws, that **KEM RAHN**, Collection Manager of and for **SENTINEL SERVICING**, is hereby elected to serve as the full-time Collection Officer for this corporation. The duties of the Collection Officer shall be those as described per the contract between the Association and Sentinel Servicing. She shall serve in that capacity unless or until a contract is no longer in full force and effect or otherwise removed by the Board of Directors.


I,  _____, an Officer of the Board of Directors of The Cooper Commons Community Association, a nonprofit corporation duly organized and existing under the laws of the State of Arizona, do hereby certify that the foregoing is a full, true, and correct copy of certain resolutions of the Board of Directors of said corporation, duly adopted at a meeting on the 26 day of February, 2001.

**ACTION IN WRITING
OF THE
BOARD OF DIRECTORS
OF
THE COOPER COMMONS COMMUNITY ASSOCIATION**

The undersigned, constituting the members of the Board of Directors of The Cooper Commons Community Association, an Arizona nonprofit corporation, hereby take the following actions in writing and without a meeting pursuant to Section 10-3821, Arizona Revised Statutes, which actions shall have the same force and effect as if taken by the Board at a duly called meeting of the Board:


The following homeowners are appointed to serve on the Cooper Commons Community Association Transition Team effective November 1, 2001 through the election of the homeowner Board of Directors at the Turnover Meeting, anticipated to be held in January 2002.

Lynda Hornbaker
Wayne Brule
Sandy Cricket



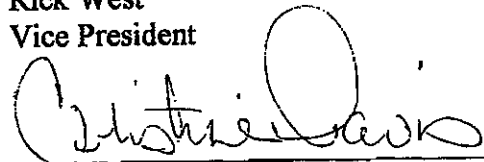
Tim Keenan
President

10.19.01
Date



Rick West
Vice President

10.19.01
Date



Cristine Davis
Secretary

10/19/01
Date

**ACTION IN WRITING
OF THE
BOARD OF DIRECTORS
OF
THE COOPER COMMONS COMMUNITY ASSOCIATION**

The undersigned, constituting the members of the Board of Directors of The Cooper Commons Community Association, an Arizona nonprofit corporation, hereby take the following actions in writing and without a meeting pursuant to Section 10-3821, Arizona Revised Statutes, which actions shall have the same force and effect as if taken by the Board at a duly called meeting of the Board:

Effective July 2001, the Board of Directors hereby adopts Funding Plan #3 of the Cooper Commons Community Association Reserve Study, completed on June 14, 2001, based upon the attached recommendation by Les Weinberg, Chief Financial Officer of Reserve Studies Inc.

The current monthly reserve allocation will increase from \$1,800 per month to \$3,816 per month beginning in July 2001 through December 2001.



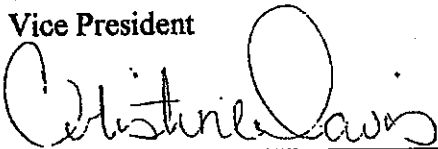
Tim Keenan
President

10-19-01
Date



Rick West
Vice President

10-19-01
Date



Cristine Davis
Secretary

10/19/01
Date

**VIOLATION ENFORCMENT POLICY FOR
THE COOPER COMMONS COMMUNITY ASSOCIATION**

The Board of Directors of The Cooper Commons Community Association ("Association") by a majority vote of the directors present at a duly called and noticed meeting of the Board of Directors, hereby resolves and implements the following enforcement policy pertaining to violations of the Association's community documents (excepting enforcement of collection of nonpayment of assessments):

ENFORCEMENT POLICY

1. All definitions set forth in the Association's Declaration of Covenants, Conditions and Restrictions, recorded on April 29, 1998 at Document No. 98-0346533, records of Maricopa County, Arizona ("Declaration"), are hereby incorporated herein as if fully expressed and have full application hereto.
2. An Owner of the Association in violation of the Declaration or any other provision of the governing documents, including but not limited to the Articles of Incorporation, Bylaws, Rules and Regulations, Architectural Guidelines or policies ("generally referred to as Community Documents") of the Association will be notified in writing, either by the Association's Board of Directors, its managing agent or attorney of a violation of the Restrictions, said notice containing at least the following information:
 - a. The provision restriction, rule or regulation that has allegedly been violated;
 - b. The date of the violation or the date the violation was first observed;
 - c. The first and last name of the person or people who observed the violation;
 - d. The process the member must follow to contest the violation.
3. If the Owner continues to violate the Community Documents, the Association will deliver to the Owner a second demand letter demanding that the owner comply with the Community Documents and notifying the Owner that if he/she/they do not comply with the Restrictions, the Association may take the following action:
 - a. The Owner's file may be transferred to the Association's attorney with all reasonable attorney's fees to be charged to the Owner's account ledger; or
 - b. A fine of \$100.00 may be levied against the Owner after the Owner has had an "opportunity to be heard" (i.e., address the Association).
4. After receipt of the letter referenced in section 3 above, if the Owner continues to violate the Community Documents, the matter will be either referred to the Association's attorney and any legal fees charged by the Association's attorney will be placed on the Owner's account. An optional fine of \$100.00 may be levied against the owner.

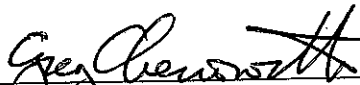
5. An Owner who has received notification of the violation as set forth in section 2, above, may appeal the violation as follows and subject to the following conditions:

- a. Submit a request for an appeal in writing and to the Association in care of the address provided in the initial notice. This must be mailed by certified mail.
- b. The appeal shall be received (by certified mail) within ten (10) days of the date of initial notification. In the event a timely request for a hearing is received, any fine(s) will be held in abeyance pending the hearing; however, lack of success at the hearing may result in all interim fines becoming due and payable.
- c. The appeal must include all pertinent information supporting the existence of the extenuating circumstance.
- d. All decisions of the Board of Directors are final and may not be further appealed.
- e. Any fine(s) referenced herein shall be collected and enforced as any other assessment pursuant to Arizona law and/or the Declaration.

This resolution was passed this 23rd day of October, 2006, by a majority vote of the Board of Directors for The Cooper Commons Community Association.

THE COOPER COMMONS COMMUNITY ASSOCIATION

By: 
Its: President

Witnessed by: 
Its: Vice President