AFFIDAVIT OF PUBLICATION
TIERRA MONTANA COMMUNITY ASSOCIATION

AZ Corp. Commission
02305315

Articles of Incorporation
Reference/PO # 1373187-0
06

Arizona Business Gazette
The business resource

PO BOX 194
Phoenix, Arizona 85001-0194
(602) 444-7315 FAX (602) 444-7364

RECEIVED
FEB 11 2008
ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

STATE OF ARIZONA
COUNTY OF MARICOPA } SS.

Robert Lane, being first duly sworn, upon oath deposes and says: That of the Arizona Business Gazette, a newspaper of general circulation in the county of Maricopa, State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.

1/24/2008
1/31/2008
2/7/2008

Sworn to before me this
7TH day of
FEBRUARY 2008

MARK GILMORE
Notary Public - Arizona
Maricopa County
My Comm. Expires Aug 4, 2011

Notary Public

ARTICLES OF INCORPORATION OF TIERRA MONTANA COMMUNITY ASSOCIATION
an Arizona nonprofit corporation

The undersigned hereby voluntarily set forth the following statements for the purpose of forming a non-profit corporation under and pursuant to the laws of the State of Arizona, not for that purpose hereby adopt these Articles of Incorporation.

ARTICLE I NAME

The name of the corporation is Tierra Mountain Community Association (the "Association").

ARTICLE II DURATION

The Association shall exist perpetually.

ARTICLE III PURPOSE OF THE ASSOCIATION

The object and purpose for which this Association is organized is to provide for the management, maintenance, operation, replacement and repair of the Common Area and to perform all duties and exercise all rights imposed to or granted to the Association by the Project Documents. In furtherance of and in order to accomplish the foregoing object and purpose, the Association may transact any or all lawful business for which nonprofit corporations may be incorporated under federal and state law.

ARTICLE IV CHARACTER OF BUSINESS

The character of the business which the Association intends to conduct in Arizona is to provide for the management, maintenance, operation, replacement and repair of the Common Area and to exercise and perform such other powers and duties as are imposed on or granted to the Association by the Project Documents.

ARTICLE V STATUTORY AGENT

Justin Illegible, whose address is 6720 North Scottsdale Road, Suite 390, Scottsdale, Arizona 85253 and who has been a bona fide resident of the State of Arizona for more than three (3) years last past, is hereby appointed and designed as the initial statutory agent for the Association.

ARTICLE VI BOARD OF DIRECTORS

The number of Directors constituting the Initial Board of Directors shall be three (3). The names and addresses of the initial Directors of the Association who shall serve until the first annual meeting of the members or until their successors are elected and qualified are as follows:

Name Mailing Address

Justin Illegible, 6720 North Scottsdale Road, Suite 390, Scottsdale, Arizona 85253

Jill K. Zimmerman, 6720 North Scottsdale Road, Suite 390, Scottsdale, Arizona 85253

Lynne Dugan, 6720 North Scottsdale Road, Suite 390, Scottsdale, Arizona 85253

INCORPORATOR

The name and address of the Incorporator of the Association is Justin Illegible, whose address is 6720 North Scottsdale Road, Suite 390, Scottsdale, Arizona 85253.

ARTICLE VIII LIMITATION ON LIABILITY OF DIRECTORS: INDEMNITY

To the fullest extent allowable under federal and state law, no Director of the Association shall be personally liable to the Association or to members for monetary damages for fiduciary duty as a Director, except liability for any of the following:

(i) Any intentional infliction of harm on the Association or its members;

(ii) Acts or omissions which are not in good faith and which involve intentional misconduct or a knowing violation of law;
(iii) A violation of state law prohibitions regarding issuance of shares of stock, payments of dividends, or distributions of income or profit;
(iv) Any transaction from which the Director derived an improper personal benefit;
(v) A violation of state laws regarding transactions with the Director that are void or voidable because of conflicts of interest.

To the fullest extent permitted by Arizona law as it may be amended from time to time, and subject to any illegible limitations imposed by Arizona law including any imposed by A.R.S. § 10-3202 or § 10-3352, the Association shall defend any and all of its existing and former directors, officers and committee members (including, but not limited to, existing and former members of the Committee) against claims made against them or any one of them because they were or are directors or officers, and the Association shall indemnify its directors, officers and committee members for liability and express incurred as a result of such claims, including but not limited to, legal fees and costs, judgments, penalties and amounts paid in settlement or compromise, which may arise or be incurred, rendered or levied in and legal action brought or threatened against them or any one of them for or on account of any act or omission alleged to have been committed by such person as a director, officer or committee member of the Association, whether or not any action is or has been filed against the person or whether or not any settlement or compromise is approved by a court.

The Association shall also pay expenses in advance of a final disposition of a proceeding for directors, officers, and committee members incurred in connection with a claim subject to defense and indemnification provided the director, officer, or committee member meets the standards for an advance under A.R.S. § 10-3852 or § 10-3853.

ARTICLE IX KNOWN PLACE OF BUSINESS

The known place of business of the Association shall be located at 6720 North Scottsdale Road, Suite 390, Scottsdale, Arizona 85253.

ARTICLE X MEMBERSHIP AND VOTING RIGHTS

Membership in the Association shall be limited to Owners of Lots. Each Owner shall have such rights, privileges and votes in the Association as are set forth in the Project Documents. Every person or entity who is a record owner of an Lot is entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of a Lot.

ARTICLE XI BYLAWS

The Board of Directors shall adopt the initial Bylaws of the Association. The power to alter, amend or repeal, the Bylaws is reserved to the Board of Directors so long as Class B Membership exists in the Association and thereafter in the Members except that the Board, without a vote of the Members, may amend the Bylaws in order to conform the Bylaws to the requirements or guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corpo-

ration, the Federal Housing Administration, the Veterans Administration or any federal, state or local governmental agency whose approval of the Project, the Plat or the Project Documents is required by law or requested by the Declarant.

ARTICLE XII OFFICERS

The following persons shall be the initial officers of the Association and shall hold the positions opposite their names until the first annual meeting of the Association or until their successors have been elected and qualified:

Justin Illegible - President

Jill K. Zimmerman - Vice President

Lynne M. Dugan - Secretary/ Treasurer

ARTICLE XIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by Owners representing not less than two-thirds (2/3) of the authorized votes of each class of the Association membership and, so long as Declarant owns any Lot, the consent of Declarant. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar in those for which this Association was created, as the Board of Directors shall determine. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, or assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose as the Board of Directors shall determine.

ARTICLE XIV AMENDMENTS

These Articles may be amended only with the consent of Members owning not less than two thirds of the total Lots and, so long as Declarant owns any Lot, the consent of Declarant.

ARTICLE XV DEFINED TERMS

Capitalized terms used in these Articles without definition shall have the meanings specified for such terms in the Declaration of Covenants, Conditions and Restrictions for Shamrock Estates. In the event of a conflict or inconsistency between these Articles and the Declaration, the provisions of the Declaration shall control.

Dated this 11th day of June, 2007.

/s/ Justin Illegible

Justin Illegible

STATUTORY AGENT CONSENT

The undersigned, having been designated to act as Statutory Agent for Tierra Montana Community Association, hereby consents to act in that capacity until removed or resignation is submitted.

Date: June 4th, 2007

/s/ Justin Illegible

Justin Illegible

Published: January 24, 31; February 7, 2008