

# STATE OF COLORADO

DEPARTMENT OF  
STATE

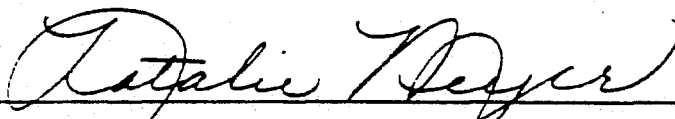
## CERTIFICATE

I, NATALIE MEYER, Secretary of State of the State of Colorado hereby certify that the prerequisites for the issuance of this certificate have been fulfilled in compliance with law and are found to conform to law.

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues A CERTIFICATE OF INCORPORATION TO

SUMMIT PARK ENCLAVE HOMEOWNER'S ASSOCIATION INC.  
A NONPROFIT CORPORATION

Dated: JUNE 10, 1993

  
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SECRETARY OF STATE

NONPROFIT

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ARTICLES OF INCORPORATION  
OF

SUMMIT PARK ENCLAVE HOMEOWNER'S ASSOCIATION INC.

ARTICLE I

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NAME OF CORPORATION

The name of the Corporation shall be Summit Park Enclave Homeowner's Association, Inc. (the "Corporation").

ARTICLE II

PERIOD OF EXISTENCE

The duration of the Corporation shall be perpetual.

ARTICLE III

PURPOSES

3.1 The Corporation does not contemplate pecuniary gain or profit to the members thereof and it is organized for nonprofit purposes. It is intended that the Corporation qualify as an exempt organization under the provisions of Colorado Nonprofit Corporation Act, C.R.S. Sec. 7-20-101, *et. seq.*, and as a homeowners association under the provisions of Section 528 of the Internal Revenue Code. No part of the net earnings of the Corporation shall inure to the benefit of any private member or individual.

3.2 The business, objective, and purposes for which the Corporation is formed are as follows:

A. To provide for architectural control of all Owner's Tracts, and for the care, maintenance, preservation and architectural control of the Common Area and facilities within and appurtenant to that certain real property described on Exhibit A (referred to as the Project), and any adjoining lands which may be annexed thereto from time to time, to perform all obligations and duties and exercise all rights and powers of Summit Park Enclave Homeowner's Association, Inc. (the "Association"), as specified in that certain Declaration of Covenants, Conditions and Restrictions of Summit Park Enclave (hereinafter referred to as the "Declaration") applicable to the property and recorded, or to be recorded, in the records of the Office of the Clerk and Recorder of Arapahoe County, Colorado, and as the same may be amended from time to time as therein provided, the

Declaration being incorporated herein by this reference, and to provide for the enforcement of the Declaration. The definition's set forth in the Declaration shall also apply in these Articles of Incorporation.

B. To promote the health, safety, and welfare of the residents within the Project, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

C. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration.

D. To fix, levy, collect and enforce payment by any lawful means of charges and assessments.

E. To pay all expenses of the business of the Association, including all license and permit fees, taxes and other governmental charges levied or imposed against the Association of the property of the Association.

F. To borrow money, and mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred to the extent permitted in the Declaration.

G. To compromise, settle, release and otherwise adjust claims, demands, causes of action and liabilities in favor of the Association and the Owners, or on behalf of the Association and Owners, as the case may be, provided any such claim, demand, cause or action or liability arises out of or relates to a condition or defect common to the Common Area and Common Area Improvements, or to the development, design, construction, condition, repair or maintenance of or damage or injury to or defect in the Common Area and Common Area Improvements of the development or part thereof, and to make and receive all payment or other consideration necessary therefor or in connection therewith.

H. To 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 the Association as is provided for in the Declaration.

I. To dedicate, sell or transfer all or any part of the Common Area and facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, as is provided for in the Declaration.

J. To enter into licenses, maintenance agreements, and other contracts with public agencies, authorities, or utilities for use and maintenance of property owned by such entities and/or for other purposes as may be in the interests of the Association, to the extent permitted in the Declaration.

K. To exercise such other and further powers, rights, and privileges which a corporation organized under the Colorado Common Interest Ownership Act or the Colorado Nonprofit Corporation Act may now have or hereafter acquire by law, as may be consistent with the Declaration.

3.3 No substantial part of the activities of the Association shall consist of carrying on propaganda, or of otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

3.4 Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of the Association.

#### **ARTICLE IV**

##### **MEMBERSHIPS**

4.1 The Association shall be a membership corporation without certificates or shares of stock.

4.2 Every person or entity who is a Declarant, and/or a record Owner of a Tract within the Project shall automatically become a Member of the Association and shall remain a Member for the period of the Owner's Tract ownership. If title to a Tract is held by more than one person, the membership related to that Tract shall be shared by all such persons in the same proportion of interests, and by the same type of tenancy, in which the title to the Tract is held. Each membership shall be appurtenant to the Tract and shall be transferred automatically by the conveyance of the tract. No person or entity other than an Owner may be a Member of the Association, but the right of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Tract. The privileges of Members, the liability of Members for assessments and the method of collection of assessments shall be as set forth in the Declaration and By-Laws adopted by the Directors of the Association.

#### **ARTICLE V**

##### **VOTING RIGHTS**

5.1 The Association shall have two classes of voting membership:

**CLASS A.** The Class A Members shall be all Owners other than the Declarant and shall be entitled to one (1) vote for each Tract owned. When more than one person holds an interest in any tract, all such persons shall be Members. The vote for such Tract

shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Tract.

**CLASS B.** The Class B Members shall be Declarant; Declarant shall be entitled to three (3) votes for each Tract owned. The then existing Class B membership shall cease and be converted to Class A memberships on the happening of either of the following events, whichever occurs first:

(i) Upon the date sixty (60) days after the date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) Upon the date two (2) years after the date of Declarant's last conveyance of a Tract in the ordinary course of business;

(iii) Two (2) years after any right to add new Tracts is last exercised; or

(iv) On a date certain set forth in a written notice from Declarant to the Secretary of the Association of its intent to terminate this reserved right as of such date; provided, however, that in the event there is more than one Declarant, such notice must be signed by all such Declarants; or

(v) June 1, 1995.

5.2 Notwithstanding the foregoing Class B Members' voting rights, the Class A Members shall be entitled to elect at least one (1) but not more than one-third (1/3) of the members of the Board of Directors, upon the happening of the following events:

(i) Within sixty (60) days after the date on which the total votes outstanding in the Class A membership equal at least one-ninth (1/9) the total votes outstanding the Class B membership, the Class A Members shall be entitled to elect at least one (1), but not less than twenty-five percent (25%) of the members of the Board of Directors.

(ii) Within sixty (60) days after the date on which the total votes outstanding in the Class A membership equal at least one-third (1/3) of the total votes outstanding in the Class B membership, the Class A Members shall be entitled to elect at least one one-third (1/3) of the members of the Board of Directors.

5.3 All Members shall be entitled to vote on all matters, as provided above. Cumulative voting is prohibited. No person or entity other than an Owner of a Tract may be a Member of the Association. Members shall have no preemptive rights to purchase other Tracts or the memberships appurtenant thereto.

5.4 If title to a Tract is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such Owners shall execute a proxy appointing and authorizing one person or alternative person to attend all annual and special meetings of Members, and thereat to cast whatever vote the Owner might cast if the Owner were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended, or soon terminated by operation of law. Within thirty (30) days after such revocation, amendment, or termination thereof, however, the Owner shall reappoint and authorize one person or alternative person to attend all annual and special meetings as is provided in this paragraph.

5.5 A membership in the Association shall not be assigned, encumbered, or transferred in any manner except as an appurtenance to the transfer of title to the Tract to which the membership pertains; provided, however, the rights of membership may be assigned to the holder of a mortgage, deed of trust, or other security instrument on a Tract as further security for a loan secured by a lien on such Tract.

5.6 A transfer of membership shall occur automatically upon the transfer of title to the Tract to which the membership pertains. The By-Laws of the Association may, however, contain reasonable provisions and requirements with respect to recording such transfers of the book and records of the Association.

5.7 The Association may suspend the voting rights of a Member for failure to comply with the Rules and Regulations or the By-Laws of the Association or with any other obligations of the Owners of a Tract under the Declaration or agreement created thereunder.

## ARTICLE VI

### BOARD OF DIRECTORS

6.1 The business and affairs of the Association shall be conducted, managed, and controlled by a Board of Directors.

6.2 The Board of Directors shall consist of not less than three nor more than nine members, the specific number to be set forth from time to time in the By-Laws of the Association. In the absence of any provision to the contrary in the By-Laws, the Board shall consist of three members.

6.3 The classes of Directors, method of election and the term of office of members of the Board of Directors shall be determined by the By-Laws.

6.4 Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws.

6.5 The names and address of the members of the first Board of Directors who shall serve until the first election of Directors by the members and until their successors are duly elected and qualified are as follows:

Michael A. Richardson  
7465 E. Peakview Avenue, Building 10  
Englewood, Colorado 80111

Mary Ann Sisk  
7465 E. Peakview Avenue, Building 10  
Englewood, Colorado 80111

Gordon Hogue  
7465 E. Peakview Avenue, Building 10  
Englewood, Colorado 80111

6.6 The first Directors of the Association shall have the power to adopt By-Laws for the Association.

6.7 Any vacancies in the Board of Directors occurring before the first election of Directors by Members shall be filled by the remaining Directors. Subject to the provisions of Section 5.2 above, at the first annual meeting the Members shall elect one or more Directors for a term of one (1) year, one or more Directors for a term of two (2) years and one or more directors for a term of three (3) years; and at each annual meeting thereafter the Members may fill any vacancies for the remaining terms or new terms of three years.

6.8 Subject only to the class A Members voting rights set forth in Section 5.2 above, Declarant shall be entitled to appoint the Board of Directors for the period of Class B membership which shall terminate within the time periods set forth in Section 5.1 above; provided however, that Declarant shall not be entitled to vote for any members of the Board of Directors in any election held pursuant to Section 5.2 above.

6.9 Notwithstanding any provision in these Articles or the Declaration to the contrary, the class Members shall be entitled to remove any member of the board of directors, other than any Director appointed by Declarant, by the affirmative vote of sixty-seven percent (67%) of the Class A Members.

## **ARTICLE VII**

### **OFFICERS**

The Board of Directors may appoint a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other Officers as the Board believes will be in the best interests of the Association. The Officers shall have such duties as may be prescribed in the By-Laws of the Association and shall serve at the pleasure of the Board of Directors.

## **ARTICLE VIII**

### **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall indemnify the Officers and Directors of the Association to the fullest extent permitted by law.

## **ARTICLE IX**

### **INITIAL REGISTERED OFFICE AND AGENT**

The initial registered office of the Association will be 7465 E. Peakview Avenue, Building No. 10, Englewood, Colorado 80111. The initial registered agent at such office shall be Michael A. Richardson.

## **ARTICLE X**

### **INCORPORATOR**

The name and address of the Incorporator is:

Michael A. Richardson  
Summit Park Enclave Homeowner's Association, Inc.  
7465 E. Peakview Avenue, Building No. 10  
Englewood, Colorado 80111



**ARTICLE XI**

**DISSOLUTION**


In the event of the dissolution of the Corporation, either voluntarily by the Members hereof, by operation of law, or otherwise, then the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets may be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization devoted to such similar purposes.

**ARTICLE XII**

**AMENDMENTS**

Amendments to these articles of Incorporation shall be adopted, if at all, in the manner as set forth in Colorado Revised Statutes; provided, however, that no amendment to the articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration, and any amendment to the Articles of Incorporation shall be in conformity with the approval requirements set forth in the Declaration for the particular amendment.

Dated this ninth day of June, 1993.


  
\_\_\_\_\_  
Incorporator

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF ARAPAHOE )

I hereby certify that on the 9th day of June, 1993, personally appeared before me Michael A. Richardson who, being by me first duly sworn, declared that he is the person who signed the foregoing document as Incorporator, and that the statements therein contained are true.

In witness whereof, I have hereunto set my hand and official seal.

My commission expires: 4/26/97

  
\_\_\_\_\_  
Notary Public

## **EXHIBIT A**

Tract A, Block 2 and  
Tracts B, C, D, E, and F, Block 1, and  
Lots 1-12, inclusive, Block 2, and  
Lots 7, 8, 9, 10, 14, 15, 16, 17, and 18, Block 1,  
all located within SUMMIT PARK, Filing No. 3,  
as recorded on October 16, 1992 in Book 106 at Page 18,  
Reception No. 116186, in the records of the  
County of Arapahoe, State of Colorado