

# 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 CARRIAGE PARK AT GREEN VALLEY RANCH HOMEOWNERS ASSOCIATION, INC., a Non-Profit Corporation. Date of Incorporation - October 16, 1987.*



*Natalie Meyer*  
SECRETARY OF STATE

DATED: November 13, 1987

NONPROFIT

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ARTICLES OF INCORPORATION  
OF  
DEPARTMENTAL PARK AT GREEN VALLEY RANCH HOMEOWNERS ASSOCIATION, INC.  
STA. OF COLORADO

In compliance with the requirements of the Colorado Nonprofit Corporation Act, Section 7-20-101 through 7-29-106, C.R.S. 1973, as amended, the undersigned, of full age, has this day, for the purpose of forming a non-profit corporation, certified as follows:

ARTICLE I  
NAME

The name of the corporation is CARRIAGE PARK AT GREEN VALLEY RANCH HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II  
PRINCIPAL OFFICE

The principal office of the Association is c/o M.D.C. Land Corporation, 55 Madison Street, Suite 800, Denver, Colorado 80206.

ARTICLE III  
REGISTERED AGENT

Leslie A. Presas, whose address is 55 Madison Street, Suite 800, Denver, Colorado 80206, is hereby appointed the initial registered agent of this Association, and such address shall be the registered address of this Association.

ARTICLE IV  
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for repair, maintenance and preservation of the Association Property, within that cert in tract of property described in Exhibit A attached hereto and incorporated herein by this reference and any additions thereto as may hereafter be brought within the jurisdiction of this Association (hereinafter called the "Properties"), and to promote the health, safety, and welfare of the residents within the Properties for this purpose to:

(a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Carriage Park at Green Valley Ranch, hereinafter called the "Declaration," applicable to the Properties and recorded or to be recorded in the Office of the

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Clerk and Recorder of the City and County of Denver, Colorado, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined);

(b) fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, and governmental charges levied or imposed against the property of the Association;

(c) 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, provided that no conveyance, sale, transfer, or dedication, subject to subsection (e) of this Article IV, shall be effective unless approved by two-thirds (2/3) of each class of Members;

(d) 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;

(e) dedicate, sell, or transfer all or any part of the Association 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 grant permits, licenses and easements over the Association Property for public utilities, roads and/or other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties of the Association, provided that no such dedication, sale, or transfer shall be effective unless first approved by two-thirds (2/3) of each class of Members; and provided further that the granting of permits, licenses and easements as provided herein shall not be deemed a transfer within the meaning of this subsection (c);

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any merger or consolidation shall have the assent of two-thirds (2/3) of each class of Members;

(g) manage, control, operate, maintain, repair, and improve the Association Property, and any other property as provided in the Declaration;

(h) enforce covenants, restrictions, and conditions affecting any property to the extent this corporation may be authorized under the Declaration;



(i) engage in activities which will actively foster, promote, and advance the common ownership interests of Owners;

(j) enter into, make, perform, or enforce contracts, licenses and agreements of every kind and description, including without limitation those certain contracts, agreements, licenses, leases, easements and/or rights-of-way as more fully provided in Article V, Section 5.2(f) of the Declaration, and do all other acts necessary, appropriate, or advisable in carrying out any purpose of this Association, with or in association with any person, firm, association, corporation, or other entity or agency, public or private;

(k) adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of this Association, provided, however, that such Bylaws shall not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Declaration; and

(l) have and exercise any and all powers, rights, and privileges which a corporation organized under the Colorado Nonprofit Corporation Act by law may now or hereafter have or exercise.

#### ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Residential Site which is now or hereafter subject to assessment as provided in the Declaration, including contract sellers, shall be a Member of the Association. 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 and may not be separated from ownership of any Residential Site which is subject to assessment by the Association.

A transfer of membership, including all rights of an Owner with respect to the Association Property, shall occur automatically upon the transfer of title to the Residential Site to which the membership pertains. The Association may suspend the voting rights of a Member for a period not to exceed sixty (60) days for any infraction of published rules and regulations or the Bylaws of the Association, or for any period during which any assessment against such Owner's Residential Site remains unpaid. All Members shall be entitled to vote on all matters, except any Members who are in default in any obligations to the Association. Cumulative voting is prohibited.

ARTICLE VI  
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Residential Site owned. When more than one person holds an interest in any Residential Site, all such persons shall be Members, and the vote for such Residential Site shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Residential Site.

Class B. The Class B Member(s) shall be the Supplemental Declarant, and shall be entitled to three (3) votes for each Residential Site owned which is neither leased, nor rented, nor otherwise occupied as a residence. Leasing, renting, or allowing entry for residential occupancy shall terminate the Declarant's weighted voting advantage in relation to any Residential Site so leased, rented, or occupied as a residence, and will limit Declarant in relation to any such Residential Sites to the same voting rights as a Class A Member. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

(a) one hundred twenty (120) days following the date when seventy-five percent (75%) of all Residential Sites in the Properties have been conveyed by the Supplemental Declarant to the first Residential Owner thereof (other than the Supplemental Declarant) who occupies the Residential Site as a primary residence.

(b) on that date which is seven (7) years after the date of recording of the Declaration in the office of the Clerk and Recorder of the City and County of Denver, Colorado; or

(c) written notice by the Supplemental Declarant to the Secretary of the Association of Supplemental Declarant's intent to terminate the Class B membership; provided, however, that in the event there is then more than one Supplemental Declarant owning Residential Sites, such notice must be signed by all such Supplemental Declarants.

ARTICLE VII  
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors. Directors shall be Members which, in the case of Supplemental Declarant, may include any director,

officer, employee or authorized agent of Supplemental Declarant, and in the case of other corporate Members may include the officers and directors of each such corporate Member. The number of Directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
<u>Jack W. Davidson</u>	<u>55 Madison, Suite 800</u> <u>Denver, Colorado 80206</u>
<u>George R. French</u>	<u>55 Madison, Suite 800</u> <u>Denver, Colorado 80206</u>
<u>Leslie A. Press</u>	<u>55 Madison, Suite 800</u> <u>Denver, Colorado 80206</u>

The successors to the initial and subsequent Board of Directors shall be elected in the manner set forth in the Bylaws of the Association.

#### ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members. Upon dissolution of the 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 to those for which this Association 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 IX 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, in accordance with the provisions of the Bylaws, believes will be in the best interests of the corporation. The officers shall have such duties as may be prescribed in



the Bylaws of the corporation and shall serve at the pleasure of the Board of Directors.

**ARTICLE X  
DURATION**

The corporation shall exist perpetually.

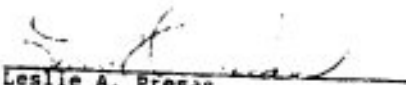
**ARTICLE XI  
AMENDMENTS**

Amendment of these Articles shall require the assent of two-thirds (2/3) of a quorum of each class of Members voting in person or by proxy at an annual meeting of Members or at a special meeting called for this purpose; provided, however, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration.

**ARTICLE XII  
HUD/VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of VA or HUD: annexation of additional properties, mergers and consolidations, mortgaging of Association Property, dedication of Association Property, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Colorado, the undersigned, the incorporator of this Association, has executed these Articles of Incorporation this 14th day of October, 1987.

  
Leslie A. Presas

Address of Incorporator:  
55 Madison Street, Suite 800  
Denver, Colorado 80206

STATE OF COLORADO

) ss.

COUNTY OF Lincoln

The foregoing instrument was acknowledged before me in the County of Lincoln, State of Colorado, this 20th day of October, 1957, by James L. ...

WITNESS my hand and official seal.

My commission expires: December 1, 1967

[SEAL]

James L. ...  
Notary Public  
Address: 57 Madison St. N. 100  
Lincoln, Co. 10254



EXHIBIT A  
TO  
ARTICLES OF INCORPORATION  
OF  
CARRIAGE PARK AT GREEN VALLEY RANCH HOMEOWNERS ASSOCIATION, INC.

Legal Description of the Properties:

Lots 1 through 14, inclusive, Block 1;  
Lots 1 through 36, inclusive, Block 2;  
Lots 1 through 29, inclusive, Block 3;  
Lots 1 through 20, inclusive, Block 4;  
Lots 1 through 18, inclusive, Block 5;

and Tracts C, D, E, F, G, H, I and J, Carriage Park at Green Valley Ranch, a portion of Green Valley Ranch, Filing No. 8, according to the recorded plat thereof, City and County of Denver, State of Colorado.