

ARTICLES OF INCORPORATION

OF

LINCOLN CREEK VILLAGE HOMEOWNERS' ASSOCIATION, INC.

Pursuant to § 7-122-102, Colorado Revised Statutes (C.R.S.), the individual named below causes these Articles of Incorporation to be delivered to the Colorado Secretary of State for filing, and states as follows:

**ARTICLE I**  
**NAME**

The name of this corporation shall be Lincoln Creek Village Homeowners' Association, Inc. ("Association").

**ARTICLE II**  
**DURATION**

The period of duration of this corporation shall be perpetual.

**ARTICLE III**  
**PURPOSES AND POWERS**

3.1 General Purpose. The Association is organized to be and constitute the Lincoln Creek Village Homeowners' Association, Inc. to which reference is made in the Supplemental Declaration of Covenants, Conditions and Restrictions for The Bluffs, The Colony and The Courtyard Homes at Lincoln Creek Village ("Supplemental Declaration"). The Supplemental Declaration is executed or to be executed by The Bluffs, Inc., a Delaware corporation, The Colony, Inc., a Delaware corporation, and The Courtyard Homes, Inc., a Delaware corporation. (The Bluffs, Inc. may hereafter be referred to as the "Declarant," and The Bluffs, Inc., the Colony, Inc. and The Courtyard Homes, Inc. may hereinafter be collectively referred to as the "Developers.") The Supplemental Declaration is recorded or to be recorded in the office of the Clerk and Recorder of the County of Douglas, State of Colorado ("Recordation"). The Supplemental Declaration relates to real property in the County of Douglas, State of Colorado, made subject to the Supplemental Declaration ("Property"). The Association is not organized in contemplation of pecuniary gain or profit to its members.

3.2 Specific Purposes. The specific purposes for which the Association is organized are:

(a) To exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Supplemental Declaration or in any amendment to the Supplemental Declaration, or in the Bylaws, which is specifically limited to the maintenance of the front yard landscaping of each Lot within The Bluffs, The Colony and The Courtyard Homes at Lincoln Creek Village (the "Project"), removal of snow from the sidewalks and driveways in front of each Lot within the Project, and all acts reasonably necessary to complete the above-stated purposes.

(b) To fix, levy, collect and enforce payment of, by any lawful means, assessments and other amounts payable by or with respect to Owners of Lots within the Project as provided in the Supplemental Declaration.

Each purpose specified herein is an independent purpose and is not to be restricted by reference to or inference from the terms of any other purpose.

dburry 10/15/2013, 1:34PM VIEWED
--

lmoss 10/21/2013, 9:29AM WEB ENTERED
--

tdorth 10/08/2013, 8:25AM PENDING ENTRY
---

rbrown 10/15/2013, 11:21AM HW ENTERED
---

3.3 Powers. The Association shall have all of the powers which a nonprofit corporation may exercise under the Colorado Revised Nonprofit Corporation Act and the laws of the State of Colorado in effect from time to time necessary in order to accomplish the limited purposes of the Association.

**ARTICLE IV**  
**PRINCIPAL PLACE OF BUSINESS,**  
**REGISTERED OFFICE AND AGENT**

4.1 Principal Place of Business. The principal place of business of the Association shall be at 7315 East Orchard Road, Suite 200, Greenwood Village, Colorado 80111. This office is located in Arapahoe County, Colorado.

4.2 Initial Registered Office and Initial Registered Agent. The address of the initial registered office of the Association shall be 7315 East Orchard Road, Suite 200, Greenwood Village, Colorado 80111. The initial registered agent of the Association, whose business office is identical with such registered office, is Dan Klein. The registered office and registered agent may be changed, without amendment of these Articles of Incorporation, as provided by statute.

**ARTICLE V**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be conducted, managed and controlled by a Board of Directors. The Board of Directors shall initially consist of three (3) members appointed by the Declarant pursuant to C.R.S. § 38-33.3-303(5)(a)(1). Members of the Board of Directors may be removed and vacancies filled in the manner provided in the Bylaws.

**ARTICLE VI**  
**INCORPORATOR**

The name and address of the incorporator is as follows:

Ronald J. Snow, Esq.  
McGloin, Davenport, Severson and Snow, P.C.  
1600 Stout Street, Suite 1600  
Denver, Colorado 80202-3103

**ARTICLE VII**  
**MEMBERS AND VOTING RIGHTS**

7.1 Members. Membership in the Association shall consist of the following: all Owners of Lots (as defined in the Supplemental Declaration) within the Project shall automatically become members of the Association. Upon the sale or transfer of a Lot by an Owner, that Owner's membership shall be automatically transferred to the purchaser or transferee.

7.2 Proxy Voting. A member entitled to vote may vote in person or, if the Bylaws so provide, may vote by proxy executed in writing by the member or his duly authorized attorney-in-fact.

7.3 Cumulative Voting. Cumulative voting by members in elections for Directors shall be permitted.

**ARTICLE VIII**  
**LIMITATION ON PERSONAL LIABILITY; INDEMNITY**

As provided by C.R.S. § 7-128-402 of the Colorado Revised Nonprofit Corporation Act, a director of the corporation shall not be liable to the corporation or to its shareholders for monetary damages for breach of fiduciary duty except for the following acts:

- (a) Any breach of the director's duty of loyalty to the corporation or its shareholders;
- (b) Acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law;
- (c) Acts specified in C.R.S. § 7-128-403 or § 7-128-501, as amended;
- (d) Any transaction from which the director derived an improper personal benefit.

The corporation shall indemnify its officers, directors, employees and agents as provided in § 7-129-101, et seq., of the Colorado Revised Nonprofit Corporation Act (or any corresponding section thereof). The corporation shall advance expenses to officers, directors, employees and agents as provided in the Colorado Revised Nonprofit Corporation Act. The corporation may purchase and maintain insurance to effect the indemnification provided for hereunder, but the corporation shall not be required to provide such insurance.

#### **ARTICLE IX** **MISCELLANEOUS**

9.1 Distribution of Assets on Dissolution of the Association. In the event of dissolution of the Association, the assets of the Association shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies or to a nonprofit corporation, association, trust or other organization, to be used, in any such event, for the common benefit of members for similar purposes for which the particular asset was held by the Association. To the extent the foregoing is not possible, the Association assets shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to members in proportion to the number of Lots owned by each member within the Project.

9.2 Bylaws. The Association shall have the power to make and alter Bylaws, not inconsistent with these Articles of Incorporation or with the laws of the State of Colorado or with the Supplemental Declaration, for the administration and regulation of the affairs of the corporation. The initial Bylaws of the Association shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the members, except as may be provided in the Bylaws, subject to the provisions in the Supplemental Declaration for approval of amendments by the FHA or VA and/or First Mortgagees (if any).

9.3 Amendment of Articles. Except for particular provisions of these Articles which expressly require a higher voter requirement, the Association may amend these Articles of Incorporation from time to time in accordance with the Colorado Revised Nonprofit Corporation Act in any and as many respects as may be desired so long as the Articles of Incorporation as amended contain only such provisions as are lawful under that Act and so long as the Articles of Incorporation as amended shall not be contrary to or inconsistent with any provision of the Supplemental Declaration.

9.4 Definitions. The capitalized terms in these Articles of Incorporation shall have the same meaning as any similarly capitalized terms defined in the Supplemental Declaration.

9.5 Consent for Litigation or Arbitration. In order to protect the members and the Association from indiscriminate arbitration or litigation, and the accompanying expense, distraction and commitment of financial and other resources, the Association shall not initiate or participate in any arbitration or litigation (other than the collection of dues payable to the Association), in its own name or on behalf of the members, without complying with the provisions of this Section 9.5. Prior to the initiation or participation by the Association in any arbitration or litigation, the Board must first give due consideration to (a) the expense, distraction, and commitment of financial and other resources that will be incurred or suffered by the Association and its members; and (b) whether mediation is a valid and reasonable alternative to such arbitration or litigation. If the Board reasonably determines that arbitration or litigation is appropriate after such due consideration, the Board shall (i) call a special meeting of the members (pursuant to the terms of the Bylaws); (ii) report to the members at the Special Meeting all of the Board's concerns, deliberations and conclusions as required in above Section 9.5(a) and (b); (iii) establish a budget for such arbitration or litigation and describe that budget in reasonable detail to the members; (iv) recommend to the members that the Association initiate or participate

(as the case may be) in arbitration or litigation; and (v) recommend adoption of the budget for such action. Notwithstanding any other provision of the Supplemental Declaration, these Articles or the Bylaws, and regardless of the number of members actually attending such Special Meeting, the Association shall not initiate or participate in any arbitration or litigation without the prior written consent of members representing at least sixty-seven percent (67%) of all members of the Association to that course of action, subject to the budget for such action which must be separately approved by the same percentage of members. The above procedure shall not be required whenever the Association is named as a defendant in an arbitration or litigation; however, the Board shall attempt to mediate or seek alternative dispute resolution of any such dispute and the Association shall not expand the scope of such dispute by prosecuting counterclaims without members' consent as required by this Section 9.5. This Section 9.5 cannot be amended or deleted from these Articles without the express written consent of at least seventy-five percent (75%) of all members of the Association, notwithstanding any other quorum requirements.

9.6 **Binding Arbitration and Waiver of Jury Trial by Owners.** The Association acknowledges that Owners of Lots within the Project have agreed (either expressly by agreement with the original seller of Lots within the Project, or by taking title to a Lot subject to notice set forth in the Supplemental Declaration and in the real estate records affecting the Lot and the Project and subject to the specific restrictions discussed herein) that in exchange for a unified consolidated forum for resolving disputes relating to any potential design or construction defect allegations with or among the original Declarant, the contractor, subcontractors, design professionals or other relevant parties, Owners have agreed to **BINDING ARBITRATION** and a **WAIVER OF A TRIAL BY JURY OR JUDGE** for any and all such claims. The Association is obligated to and shall honor such waivers and obligations of the Owners (for example, waivers of trial by jury and the obligation for binding arbitration) and shall only participate in arbitration whenever it is designated as a party in an action including an Owner. The Association shall not voluntarily participate in any litigation in which there are allegations of construction or design defects relating to the Project or any Lots within the Project without the express written consent of members representing at least sixty-seven percent (67%) of all members of the Association. This Section 9.6 cannot be amended or deleted from these Articles without the express written consent of at least seventy-five percent (75%) of all members of the Association, notwithstanding any other quorum requirements.

#### **ARTICLE X RESPONSIBLE PARTY**

The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: Ronald J. Snow, Esq., McGloin, Davenport, Severson and Snow, P.C., 1600 Stout Street, Suite 1600, Denver, Colorado 80202-3103.

#### **ARTICLE XI CONTACT**

The Colorado Secretary of State may contact the following authorized person regarding this document:

Ronald J. Snow, Esq.  
McGloin, Davenport, Severson and Snow, P.C.  
1600 Stout Street, Suite 1600  
Denver, Colorado 80202-3103  
Phone: (303) 863-9800  
Fax: (303) 571-1600  
E-mail: rons@mdsslaw.com



Colorado Secretary of State  
 Date and Time: 09/19/2007 11:21 AM  
 Id Number: 20071328770  
 Document number: 20071429671

Document processing fee  
 If document is filed on paper \$125.00  
 If document is filed electronically \$ 25.00  
 Fees & forms/cover sheets  
 are subject to change.

To file electronically, access instructions  
 for this form/cover sheet and other  
 information or print copies of filed  
 documents, visit [www.sos.state.co.us](http://www.sos.state.co.us)  
 and select Business Center.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Incorporation for a Nonprofit Corporation**

filed pursuant to §7-90-301, et seq. and §7-122-101 of the Colorado Revised Statutes (C.R.S.)

1. Entity name: Lincoln Creek Village Homeowners' Association, Inc.  
*(The name of a nonprofit corporation may, but need not, contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", "inc.", "co." or "ltd." §7-90-601, C.R.S.)*

2. Use of Restricted Words (if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):

- "bank" or "trust" or any derivative thereof
- "credit union"       "savings and loan"
- "insurance", "casualty", "mutual", or "surety"

3. Principal office street address: 7315 East Orchard Road, Suite 200  
*(Street name and number)*

Greenwood Village      CO      80111  
*(City)*      *(State)*      *(Postal/Zip Code)*  
United States  
*(Province - if applicable)*      *(Country - if not US)*

4. Principal office mailing address: (if different from above)  
 \_\_\_\_\_  
*(Street name and number or Post Office Box information)*

\_\_\_\_\_  
*(City)*      *(State)*      *(Postal/Zip Code)*  
 \_\_\_\_\_  
*(Province - if applicable)*      *(Country - if not US)*

5. Registered agent: (if an individual): Klein      Dan  
*(Last)*      *(First)*      *(Middle)*      *(Suffix)*

OR (if a business organization): \_\_\_\_\_

6. The person appointed as registered agent in the document has consented to being so appointed.

7. Registered agent street address: 7315 East Orchard Road, Suite 200  
*(Street name and number)*

Greenwood Village      CO      80111  
*(City)*      *(State)*      *(Postal/Zip Code)*

8. Registered agent mailing address: (if different from above)  
 \_\_\_\_\_  
*(Street name and number or Post Office Box information)*

\_\_\_\_\_  
\_\_\_\_\_  
*(City) (State) (Postal/Zip Code)*  
\_\_\_\_\_  
*(Province - if applicable) (Country - if not US)*

9. If the corporation's period of duration is less than perpetual, state the date on which the period of duration expires:

\_\_\_\_\_  
*(mm/dd/yyyy)*

10. (Optional) Delayed effective date:

\_\_\_\_\_  
*(mm/dd/yyyy)*

11. Name(s) and address(es) of incorporator(s): (if an individual)

Snow Ronald J.  
*(Last) (First) (Middle) (Suffix)*

OR (if a business organization)

1600 Stout Street, Suite 1600  
*(Street name and number or Post Office Box information)*  
\_\_\_\_\_  
Denver CO 80202-3103  
*(City) (State) (Postal/Zip Code)*  
United States  
*(Province - if applicable) (Country - if not US)*

(if an individual)

\_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

OR (if a business organization)

\_\_\_\_\_  
*(Street name and number or Post Office Box information)*  
\_\_\_\_\_  
*(City) (State) (Postal/Zip Code)*  
United States  
*(Province - if applicable) (Country - if not US)*

(if an individual)

\_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

OR (if a business organization)

\_\_\_\_\_  
*(Street name and number or Post Office Box information)*  
\_\_\_\_\_  
*(City) (State) (Postal/Zip Code)*  
United States  
*(Province - if applicable) (Country - if not US)*

(If more than three incorporators, mark this box  and include an attachment stating the names and addresses of all incorporators.)

12. The nonprofit corporation is formed under the Colorado Revised Nonprofit Corporation Act.
13. The corporation will  OR will not  have voting members.
14. A description of the distribution of assets upon dissolution is attached.
15. Additional information may be included pursuant to §7-122-102, C.R.S. and other organic statutes. If applicable, mark this box  and include an attachment stating the additional information.

**Notice:**

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

16. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Snow	Ronald	J.	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
1600 Stout Street, Suite 1600			
<i>(Street name and number or Post Office Box information)</i>			
Denver	CO	80202-3103	
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
	United States		
<i>(Province - if applicable)</i>	<i>(Country - if not US)</i>		

*(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box  and include an attachment stating the name and address of such individuals.)*

**Disclaimer:**

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.