

ARTICLES OF INCORPORATION
OF
THE HOMEOWNERS ASSOCIATION OF DOUBLE TREE IN HEATHERRIDGE

The undersigned persons, acting as incorporators under the Colorado Nonprofit Corporation Act, sign and acknowledge the following Articles of Incorporation for such corporation:

ARTICLE I

Name

The name of the corporation is: THE HOMEOWNERS ASSOCIATION OF
DOUBLE TREE IN HEATHERRIDGE

(hereinafter called the "Association").

ARTICLE II

Duration

The term of existence of this corporation is perpetual.

ARTICLE III

Purposes

The purpose or purposes for which this corporation is organized are as follows:

1. To be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions and Restrictions of Double Tree In HeatherRidge and any amendments thereto (hereinafter referred to as "Declaration"), to be recorded in the records of the Clerk and Recorder of the County of Arapahoe, State of Colorado, and to perform all obligations and duties of the Association in said Declaration recited.
2. To provide an entity for the furtherance of the interests of all of the Members, including the Declarant named in the Declaration, with the objectives of establishing and maintaining a townhouse ownership project known as Double Tree in HeatherRidge of quality and value, enhancing and protecting its economic value and desirability, and promoting the health, safety and Welfare of the residents in said project. The Association does not contemplate pecuniary gain or profit to the members.

Powers

In furtherance of its purposes, the Association shall have all of the powers conferred upon corporations not for profit by the statutes of the State of Colorado in effect from time to time, including all of the powers necessary or incidental thereto to perform the duties and exercise the rights and powers of the Association under the Declaration which will include, but shall not be limited to, the following:

1. To act as manager of the entire project known as Double Tree In HeatherRidge and any and all additions thereto and to perform such duties as it may undertake from time to time in connection therewith.
2. To be the owner of the Common Area and to act as manager of the same, and from funds collected, to provide for maintenance, construction, management, insurance, care of Association's property and such other expenses as are enumerated in the Declaration.
3. To collect Common Area Expenses and other assessments or fees.
4. To act on behalf of Owners of Dwelling Units in the care, maintenance and repair of Dwelling Units; to perform such other duties and obligations which may be undertaken by it from time to time in connection with such properties.
5. To arrange programs for the benefit of Members by way of entertainment, recreation and other events for the mutual benefit and enjoyment of Members.

Notwithstanding the above-granted powers, the prior written approval of all holders of first deeds of trust on the Dwelling Units of Members shall be required for any of the following:

- (a) An amendment to the Declaration which (i) changes the ratios of assessments against Owners or (ii) amends this Article Section or any other provision which specifically grants rights to Mortgagees hereunder;

- (b) The encumbrance, release, transfer, hypothecation or other encumbrance of the Common Area after such Common Area has been conveyed to the Association subject to Declarant's rights herein; except that the consent of Mortgagees shall not be required for action by the Association to (i) grant easements for utilities and similar or related purposes, or (ii) to lease or grant licenses;
- (c) The abandonment of the planned unit development or the removal of any part or all of the Properties from the provisions of the Declaration;
- (d) The effectuation of any decision by the Association to terminate professional management and to assume self-management of the Common Area.
- (e) The use of hazard insurance proceeds for any other purpose other than for the repair, replacement or reconstruction of any damaged improvements;
- (f) The effectuation of any decision by the Association not to maintain fire and extended coverage insurance on all Dwelling Units within the project and on the Common Area as provided in the Declaration, or any decision not to use the proceeds of such insurance to rebuild replace or reconstruct the same.
- (g) The waiver or abandonment of the scheme of Architectural Control or the enforcement thereof.

ARTICLE V

Registered Office and Agent

The address of the original registered office of the Association is:

13693 East Iliff Avenue, Denver, Colorado 80232

and the name of its original registered agent at such address is:

Barry D. Jones

ARTICLE VI

Memberships

Membership in the Association shall consist of the following:

1. Any person acquiring a fee simple record ownership interest in a Dwelling Unit, other than as a mortgagee, a beneficiary under a deed of trust or a lien claimant, shall automatically become a member of the Association. Such interest shall be the sole qualification for membership. Upon the sale or transfer of a Dwelling Unit by an Owner, that person's membership shall terminate and shall be automatically transferred to the purchaser or transferee.
2. The members of the Board of Directors of Declarant or its successors or assigns, as they now or hereafter may be in office; such membership shall terminate when the right of the members of such Board to vote shall no longer be in effect.

ARTICLE VII

Voting

Members shall be entitled to one vote for each Dwelling Unit owned but in no event shall the ownership of more than one Dwelling Unit allow more than one vote per Dwelling Unit. Where Dwelling Units are owned by more than one Owner, such Owners shall, by a written instrument, designate one of such Owners to be the sole voting member. In the absence of such designation, the Board may designate one of the Owners as the sole voting member. However, the exclusive right to vote for the election of members of the Board of Directors shall be vested in the Board of Directors of Declarant or its successors or assigns, until:

1. 120 days after completion of transfer to Owners representing 75% of the votes of all Owners, including the votes of Owners within any additions to the Properties; or
2. Two (2) years from the date of filing of the Declaration, whichever occurs later; or
3. Such time as may be mutually agreed in writing between the Association and Declarant.

ARTICLE VIII

Directors

The number of directors constituting the initial Board of Directors of this corporation is three (3), and the names and addresses of the persons who are to serve as the initial Directors are:

William J. Ash, III	13693 East Iliff Avenue Denver, Colorado 80232
Barry D. Jones	13693 East Iliff Avenue Denver, Colorado 80232
Marion Kay Pettee	13693 East Iliff Avenue Denver, Colorado 80232

ARTICLE IX

Nonprofit Purposes

The Association is formed exclusively under the Colorado Nonprofit Corporation Act and not for pecuniary profit or financial gain. No part of the assets or income of the Association shall be distributable to or inure to the benefit of the Members, directors or officers except to the extent permitted by the Colorado Nonprofit Corporation Act.

ARTICLE X

Amendments

Amendments to these Articles of Incorporation shall be adopted in the manner set forth in the By-Laws; provided, however, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with the provisions of the Declaration.

ARTICLE XI

By-Laws

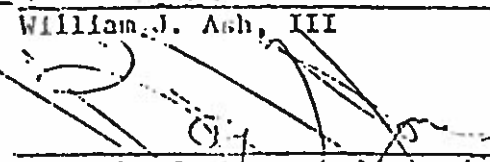
The Board of Directors shall have the power to adopt By-Laws to govern the affairs of the corporation and to alter, amend or repeal the By-Laws or adopt new By-Laws from time to time.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

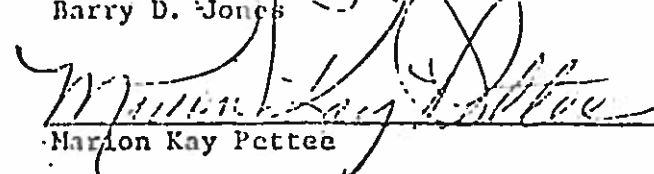
this _____ day of _____, 1977.



William J. Ash, III



Barry D. Jones



Marlon Kay Pettee

INCORPORATORS

STATE OF COLORADO

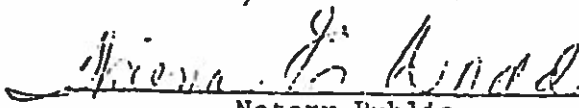
COUNTY OF ARAPAHOE

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) ss.
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I hereby certify that on the _____ day of _____, 1977, personally appeared before me William J. Ash III, Barry D. Jones and Marlon Kay Pettee who, being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 1977.

My commission expires October 30, 1978.



Notary Public

EXHIBIT B

Tract A, Block 2, HeatherRidge South Subdivision
Filing No. 5, amended, Arapahoe County, Colorado,
according to the Plat thereof recorded June 21, 1977
in Book 31 at Page 51, Arapahoe County, Colorado.