

ARTICLES OF INCORPORATION

FOR

CHERRY PARK OWNERS ASSOCIATION, INC.

(A Nonprofit Corporation)

NONPROFIT

The undersigned hereby signs and acknowledges, for delivery in duplicate to the Secretary of State of Colorado, these Articles of Incorporation for the purpose of forming a nonprofit corporation under the Colorado Nonprofit Corporation Act.

ARTICLE 1--Name

The name of this corporation is the CHERRY PARK OWNERS ASSOCIATION, INC. ("Corporation").

ARTICLE 2--Duration

The duration of the Corporation shall be perpetual.

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ARTICLE 3--Nonprofit

The Corporation shall be a nonprofit corporation, without shares of stock.

ARTICLE 4--Purposes and Powers of Corporation

The purposes for which the Corporation is formed are as follows:

a. To be the designated representative of and act as the Brookhaven Architectural Control Committee and the Cherry Park Architectural Control Committee.

b. To perform the duties, to act on behalf, and to have all rights and obligations of:

(i) the Brookhaven Architectural Control Committee pursuant to the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions dated February 18, 1975 and recorded on February 18, 1975 in Book 2311 at page 495 of the records of Arapahoe County, Colorado, which document set forth architectural control provisions for individual building sites (referred to in these Bylaws as "Lots") for Lots 1-214, inclusive, El Vista Subdivision ("El Vista"); and

(ii) the Cherry Park Architectural Control Committee pursuant to the terms and conditions of that certain Declaration of Covenants, Conditions, and Restrictions dated November 11, 1977 and recorded on November 14, 1977 in Book 2680 at page 349 of the records of Arapahoe County, Colorado, as the same has been amended, which document set forth architectural control provisions for individual building sites (referred

to in these Bylaws as "Lots") for Lots 1 through 107, inclusive, Cherry Park Subdivision ("Cherry Park").

for the purposes of enhancing and preserving the value of the properties of the members (the "Protective Covenants").

c. To provide advice to Arapahoe County, Colorado, under such conditions as Arapahoe County permits, with respect to its powers, duties, and functions related to the Cherry Park General Improvement District.

d. To establish and enforce written architectural controls and design guidelines and to amend same from time to time.

e. To review and approve or disapprove of construction plans and specifications submitted by owners of tracts within El Vista and within Cherry Park within thirty (30) days of written request and set and collect fees for such reviews from such owners for the Corporation.

f. To perform acts and services, in accordance with the requirements for an association of owners charged with the administration of covenants, including setting and collecting dues as appropriate.

g. To administrate any and all covenants, restrictions and agreements applicable to El Vista and Cherry Park.

h. To prepare estimates and budgets of the costs and expenses of rendering these services, any other services as deemed appropriate by the Board; and to perform, or contract, or enter into agreements for that performance, as provided for or contemplated in this Article.

i. To borrow money for the Corporation's purposes.

j. To enforce, on behalf of the Lot Owners, rules and regulations made or promulgated by the Board with respect to the safe occupancy, reasonable use and enjoyment of the Lots, buildings, structures, grounds and facilities of El Vista and of Cherry Park, and to enforce compliance with these rules, including the levy of reasonable fines.

k. To perform or cause to be performed, all other and additional services and acts as are usually performed by an association of owners, or as deemed appropriate by the Board, including, without limitation, keeping or causing to be kept, appropriate books and records, preparing and filing necessary reports and returns, and making or causing to be made audits of books and accounts.

l. To promote the health, safety, welfare and common benefit of the residents and occupants of the properties subject to the Protective Covenants.

m. To retain counsel, auditors, accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities of the Corporation, and to acquire, sell, mortgage, lease or encumber any real or personal property for these purposes.

n. To eliminate or limit the personal liability of a Director to the Corporation or to the members for monetary damages for breach of fiduciary duty as a Director, as allowed by law.

o. To do any and all permitted acts suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and do any and all acts that, in the opinion of the Board will promote the common benefit and enjoyment of the occupants, residents and Lot Owners of El Vista and of Cherry Park, and to have and to exercise any and all powers, rights and privileges which are granted under the Protective Covenants, the Bylaws, and the laws applicable to a nonprofit corporation of the State of Colorado.

The foregoing statements of purpose shall be construed as a statement of both purposes and powers. The purposes and powers stated in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. The Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Corporation.

ARTICLE 5--Membership Rights and Qualifications

Any person who holds record title to a Lot within the Community is eligible for membership in the Corporation. Payment of annual membership fees or dues, in such amounts as shall be determined and modified from time to time by the Board of Directors in its sole discretion, shall be a prerequisite for membership in the Corporation. There shall be one vote per Lot, to be cast pursuant to the Corporation's Bylaws. As used in this paragraph, the term person shall mean any natural person, group of persons or legal entity who holds record title to a Lot within the Community.

ARTICLE 6--Agent for Service

The initial registered agent of the Corporation shall be Lynn S. Jordan at the registered address of 1099 the Street, Suite 2750, Denver, Colorado 80202-1927.

ARTICLE 7-- Board of Directors

The initial Board of Directors shall consist of nine persons, and this number may be changed pursuant to applicable provisions of the Bylaws, except that in no event may the number of Directors be less than three. The names and addresses of the persons who shall serve as Directors until their successors shall be elected and qualified are as follows:

Director

Address

Joan Boehmer

5938 East Weaver Circle
Englewood, Colorado 80111

Brad Boos

5908 East Weaver Circle
Englewood, Colorado 80111

Bart Miller

6574 South Kearney Circle
Englewood, Colorado 80111

Tom Miller

6009 East Caley Drive
Englewood, Colorado 80111

Mary Morton

6209 East Euclid Place
Englewood, Colorado 80111

Wallace Prugh

6297 East Euclid Avenue
Englewood, Colorado 80111

Bruce Rothberg

6359 South Locust Way
Englewood, Colorado 80111

Doug Schneider

6093 East Euclid Avenue
Englewood, Colorado 80111

Don Smith

6379 South Locust Way
Englewood, Colorado 80111

ARTICLE 8--Incorporator

The name and address of the incorporator is as follows:

Lynn S. Jordan
Orten Hindman & Jordan, P.C.
1099 18th Street
Suite 2750
Denver, CO 80202-1927

ARTICLE 9--Amendment

Amendment of these Articles shall require the assent of at least a majority of the votes present in person or by proxy, at a meeting of the members at which a quorum is present.

ARTICLE 10--Dissolution

In the event of the dissolution of the Corporation as a corporation, either voluntarily or involuntarily by the members hereof, by operation of law or otherwise, then the assets of the Corporation shall be deemed to be owned by the members at the date of dissolution, as a part of their Lot, in proportion to their allocated interests, unless otherwise agreed or provided by law.

ARTICLE 11--Indemnification-- Insurance

The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director or officer of the Corporation, or member of a committee of the Corporation to the fullest extent provided by Colorado law, and in the manner, under the circumstances, and as shall be provided by the bylaws of the Corporation.

The Corporation shall purchase and maintain insurance on behalf of any person who is or was a member of the Board of Directors or an officer of the Corporation, or member of any committee of the Corporation against any liability asserted against him or her and incurred by such individual in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such individual against such liability under provisions of this Article 11.

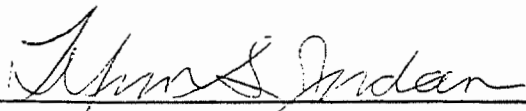
ARTICLE 12--Delayed Effective Date of Incorporation

The effective date of incorporation shall be June 1, 1997.

ARTICLE 13--Interpretation

Express reference is hereby made to the terms and provisions of the Protective Covenants, which shall be referred to when necessary to interpret, construe or clarify the provisions of these Articles. In the event of conflict between these Articles of Incorporation and the Protective Covenants, the terms of the Protective Covenants shall control. In the event of conflict between these Articles of Incorporation and the Bylaws, the terms of the Bylaws shall control.

In witness whereof, the undersigned has signed these Articles in duplicate this 27th day of May, 1997.



Lynn S. Jordan

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

Subscribed and sworn to before me this 27 day of May, 1997.

Witness my hand and official seal.

My commission expires: 3-27-99.


Notary Public