

NOT FOR PROFIT

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ARTICLES OF INCORPORATION  
OF

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WILLOW SPRINGS BLOCK 3 PROPERTY OWNERS ASSOCIATION, INC.

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KNOW ALL MEN BY THESE PRESENTS:

The undersigned, being a natural person over the age of twenty-one (21) years, hereby acts as an incorporator for the purpose of forming a non-profit corporation pursuant to the Colorado Nonprofit Corporation Act, and for such purpose does execute and acknowledge the following Articles of Incorporation:

ARTICLE I

NAME

The name of the Corporation is:

WILLOW SPRINGS BLOCK 3 PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II

DEFINITIONS

1. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Willow Springs (Block 3) and the exhibits attached thereto, and any amendment or supplement thereto made subsequent to the date hereof, recorded or to be recorded in the office of the Clerk and Recorder of Jefferson County, Colorado.

2. "Declarant" shall mean and refer to Willow Springs Enterprises, Inc., a Colorado corporation, together with any one or more successors or assigns.

3. "Properties" shall mean and refer to the real property described in Exhibit "A" to the Declaration, attached thereto, made a part thereof and incorporated therein by reference, and shall further refer to such additional real property as shall thereafter be annexed and subjected to the Declaration by amended or supplemental Declaration.

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4. "Planned Development" shall mean and refer to the Planned Development of Willow Springs (formerly known as the Planned Development of Willow Springs Country Club) according to the Official Development Plan recorded in Official Development Plan Book 3 at pages 29-31 on May 15, 1973, as amended by the Amended Official Development Plan recorded in Official Development Plan Book 6 at pages 51-52 on March 20, 1974, and as further amended by the Amended Official Development Plan recorded in Official Development Plan Book 8 at pages 33-35 on January 27, 1975, and as further amended by the Willow Springs Amendment No. 2 Official Development Plan, recorded at Reception No. 80088998, on November 24, 1980.
5. "Block 3" shall mean and refer to Block 3 as described in Exhibit "B" to the Declaration, attached thereto, made a part thereof and incorporated therein by reference.
6. "Lot" shall mean and refer to any plot of land in Block 3 which is specifically referred to as a Lot in Exhibit "A" to the Declaration or in any supplemental or amended Declaration.
7. "Residential Unit" shall mean and refer to any structure on a Lot intended for use and occupancy as a residence by a single household. A Residential Unit shall be in or come into existence upon the completion of foundation work for a single household residence located or to be located on a Lot. In the event of any dispute as to the date of such event, the Block 3 Association shall determine the date.
8. "Owner" shall mean and refer to the record owner or owners, whether one or more persons or entities, other than Declarant, of fee simple title to any Lot or Residential Unit which is part of the Properties, excluding any party holding the fee simple title merely as security for the performance of an obligation but including the holder of the beneficial title where legal title is held to secure the performance of an obligation. No Lot or Residential Unit shall have more than one Owner.
9. "Block 3 Association" shall mean and refer to Willow Springs Block 3 Property Owners Association, Inc., a Colorado non-profit corporation, and its successors and assigns.
10. "Board of Directors" shall mean and refer to the board of directors of the Block 3 Association.
11. "Bylaws" shall mean and refer to the Bylaws of the Block 3 Association, as they may be amended from time to time.
12. "Mortgage" shall mean and refer to a contract, a mortgage, or deed of trust by which an Owner encumbers his or her interest in a Lot for the benefit of a lender to secure a debt or other obligation.

13. "Mortgagee" shall mean and refer to the holder of any mortgage.

### ARTICLE III

#### DURATION

The Block 3 Association shall have perpetual existence, unless terminated pursuant to law.

### ARTICLE IV

#### PURPOSES

The Block 3 Association does not contemplate pecuniary gain or profit, direct or indirect, to its members. By way of explanation and not of limitation, the purposes for which it is formed are as follows:

(A) To be and constitute the Block 3 Association to which reference is made in the Declaration and to perform all obligations and duties of the Block 3 Association and to exercise all rights and powers of the Block 3 Association as specified therein.

(B) To provide an entity for the furtherance of the interest of the owners of property in Block 3.

### ARTICLE V

#### POWERS

In furtherance of its purposes, but not otherwise, the Block 3 Association shall have the following powers, which unless indicated otherwise by the Declaration or Bylaws adopted by the Board of Directors, may be exercised by the Board of Directors:

(A) All the powers conferred on non-profit corporations by common law and by the statutes of the State of Colorado in effect from time to time.

(B) All the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Block 3 Association set out in these Articles, the Bylaws or the Declaration, including without limitation the following powers:

(1) to fix and to collect assessments or other charges to be levied against the property subject to the Declaration;

(2) to manage, control, operate, maintain, repair and improve property owned by the Block 3 Association or any property owned by another, for which the Block 3 Association by rule, regulation, Declaration or contract has a right or duty to provide such services;

(3) to enforce covenants, conditions or restrictions affecting any property to the extent the Block 3 Association may be authorized to do so under the Declaration or Bylaws;

(4) to engage in activities which will actively foster, promote and advance the interests of the Owners of property in Block 3;

(5) to buy or otherwise acquire, sell, or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein for any purpose of the Block 3 Association;

(6) to borrow money for any purpose as may be permitted by the Declaration or Bylaws;

(7) to enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Block 3 Association, with or in association with any other association, corporation or other entity or agency, public or private;

(8) to act as agent, trustee or other representative of other corporations, firms or individuals and as such to advance the ownership interests of such corporations, firms or individuals;

(9) to adopt, alter, amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Block 3 Association, provided, however, that such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration; and

(10) to provide any and all supplemental municipal services as may be necessary or proper.

(11) The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article V are independent powers, not to be restricted by reference to or inference from the terms of any other paragraphs or provisions of this Article V.

## ARTICLE VI

### MEMBERSHIP

1. The Block 3 Association shall be a membership corporation without certificates or shares of stock. Each Owner shall be deemed to have a membership in the Block 3 Association. Each Owner, whether one or more persons or entities, shall have one membership per Lot or Residential Unit owned. Mortgagees shall not be members, and the giving of a security interest shall not terminate a membership. If one or more persons or entities is an Owner, each of them shall be a member, although, collectively, they shall only be entitled to the voting rights of one membership. Membership in the Block 3 Association shall be appurtenant to and may not be separated from ownership of a Lot or Residential Unit. Transfer of a Lot or Residential Unit automatically transfers membership in the Block 3 Association. The rights and privileges of membership, including the right to vote, may be exercised by any member, but only one member may cast the vote or votes for each Lot or Residential Unit at any one time and such vote or votes may not be divided. If more than one member attempts to cast the vote for a Lot or Residential Unit, or if an attempt is made to divide a vote, the vote shall not be counted. Declarant shall have such membership rights as are more particularly set forth in Article VI.2(C) of these Articles and in other parts of these Articles and the Declaration.

2. The Block 3 Association shall have three (3) classes of membership: Class "A", Class "B" and Class "C" as follows:

(A) Class "A". Each Owner upon whose Lot no Residential Unit exists shall have a Class "A" membership, and shall have one (1) vote per such Lot owned.

(B) Class "B". Each Owner of a Residential Unit shall have a Class "B" membership and shall have three (3) votes per Residential Unit owned.

(C) Class "C". The Declarant shall constitute the Class "C" membership. The Class "C" membership shall be entitled to three (3) votes for each lot owned by the Declarant upon which no Residential Unit exists and three

(3) votes for each Residential Unit owned by the Declarant. The Class "C" membership shall terminate when the Declarant no longer owns any property for sale or development in Block 3. Notwithstanding any provision herein to the contrary, any provision of the Declaration which specifically requires the separate vote or approval of the Class "C" membership shall no longer require such separate vote or approval upon the first of the following events to occur:

- (1) Termination of the Class "C" membership;
- (2) Twelve (12) years from the date the Declaration is recorded;
- (3) When, in its discretion, the Declarant so determines; or
- (4) The action of Section 2.01 of the Declaration.

Any provision which specifically requires the separate vote or approval of the Class "C" membership, shall require a vote of a majority of votes to which the Class "C" membership is entitled. If Declarant assigns any of its rights as Declarant, it may retain all Class "C" votes.

## ARTICLE VII

### BOARD OF DIRECTORS

The business and affairs of the Block 3 Association shall be conducted, managed and controlled by a Board of Directors. The number and qualifications of directors shall be fixed by the Bylaws. The initial Board of Directors shall consist of the following one (1) individual:

Stanley A. Harwood  
18700 West Belleview Avenue  
Morrison, Colorado 80465

The method of election and term of office, removal and filling of vacancies shall be as set forth in the Bylaws. The Board of Directors may delegate such operating authority to such entities, persons, committees or agents as provided in the Declaration and the Bylaws.

## ARTICLE VIII

### DISSOLUTION

The Block 3 Association may be dissolved only as provided in the Declaration, Bylaws or under the laws of the State of Colorado. In the event of the dissolution of the Block 3 Association, other than incident to a merger, consolidation or annexation, the assets of the Block 3 Association shall be first applied and distributed to meet the liabilities and obligations of the Block 3 Association. Assets received and held by the Block 3 Association on condition requiring return, transfer or conveyance by reason of the dissolution of the Block 3 Association shall be returned, transferred or conveyed upon dissolution. All remaining assets shall then be dedicated to an appropriate public agency to be used for purposes similar to those for which the Block 3 Association was created. If such dedication is refused, such assets will be distributed to any non-profit corporation, association, trust or other organization devoted to purposes similar to those of the Block 3 Association.

## ARTICLE IX

### AMENDMENTS

These Articles may be amended as provided by the laws of the State of Colorado, provided that no amendment shall be in conflict with the Declaration and provided further that no amendment shall be effective to impair or dilute any rights of any members, including Declarant, that are governed by such Declaration. Any proposed amendment consistent with this Article IX shall be adopted upon receiving: (a) at least two-thirds (2/3) of the combined vote of the Class "A" and Class "B" membership which such members present at the meeting or represented by proxy are entitled to cast; and (b) a majority vote of the Class "C" membership.

## ARTICLE X

### REGISTERED OFFICE AND AGENT

The initial registered office of the Corporation is 18000 West Belleview Avenue, Morrison, Colorado 80465, and the initial registered agent at such address is Stanley A. Harwood.

## ARTICLE XI

### RIGHTS OF OFFICERS AND DIRECTORS TO CONTRACT WITH THE ASSOCIATION

Neither Declarant nor any of the persons who are directors or officers of the Block 3 Association shall, in the absence of fraud, be disqualified from his or her office by dealing or contracting with the Block 3 Association either as a lender, purchaser, or otherwise, except no loans shall be made by the Block 3 Association to any of its directors or officers, nor shall any firm, association, or corporation of which he or she is a member, or in which he or she may be peculiarly interested in any manner be disqualified. It is the express purpose and intent of this Article to permit the Block 3 Association to buy from, sell to, or otherwise deal with partnerships, firms or corporations of which persons who are both directors and officers of the Block 3 Association and Declarant, or any one or more of them, may be members, directors, or officers, or in which they or any of them may have a pecuniary interest; and the contracts of the Block 3 Association, in the absence of fraud, shall not be void or voidable or affected in any manner by reason of any such membership or interest.

## ARTICLE XII

### INDEMNIFICATION

The Block 3 Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director or former officer or director in connection with any action, suit or other proceeding, civil or criminal, (including settlement of any suit or proceeding which he or she may be a party by the the Board of Directors) to which he or she may be a party by reason of being or having been an officer or director, except in relation to matters as to which he or she is adjudged in such action, suit or proceeding to be liable for negligence or misconduct in performance of duty to the Block 3 Association. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Block 3 Association (except to the Block 3 Association subject to assessment), and the Block 3 Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to any others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive for any other rights to which any officer or director, or former officer or director, may be entitled.



ARTICLE XIII

INCORPORATOR

The name and address of the incorporator is:

Thomas N. Scheffel  
3801 East Florida Avenue  
Suite 600  
Denver, Colorado 80210

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 31st day of December, 1985.

STATE OF COLORADO )  
COUNTY OF DENVER ) ss.

ACKNOWLEDGED before me this 31st day of December, 1985, personally, by Thomas N. Scheffel.

Witness my hand and official seal.

*Julia H. [Signature]*  
Notary Public  
My address is 3801 E. Florida  
Ste. 600, Denver, CO 80210  
My Commission expires 9-5-89

STATE OF COLORADO  
STATEMENT OF CHANGE OF REGISTERED OFFICE AND/OR REGISTERED AGENT

PLEASE TYPE OR PRINT CLEARLY . . . . PLEASE READ INSTRUCTIONS ON REVERSE SIDE

1 The exact Corporate Name, current Registered Office & current Registered Agent are

FOR OFFICE USE ONLY

STANLEY A. MARWOOD  
AGENT FOR - 0401  
WILLOW SPRINGS BLOCK 3 PROPERTY  
Y OWNERS ASSOCIATION  
13000 W. BELLEVIEW AVE.

DN 0431610 721578 23 8

MORRISON, CO. 80465

The Corporation named herein makes the following statement

2 The State or Country of incorporation is Colorado

3 The complete street address of the Corporation's REGISTERED OFFICE shall be changed to  
16234 W. Belleview Morrison, CO 80465

4 The name of the Corporation's SUCCESSOR REGISTERED AGENT IS  
David L. Woodward

5 The address of the Corporation's Registered Office and the address of the Corporation's Registered Agent, if changed, will be identical

6 The complete street address of the Corporation's principal place of business in Colorado is

16234 W. Belleview Morrison, CO 80465

Address means street name and number, city or town, and United States post office zip code designation. If, in reason of rural location or otherwise, a street name shall not exist, other appropriate address listing as nearly as possible the actual physical location may be substituted, but in all such exceptional cases the rural free delivery route, the county, and the United States post office zip code designation shall be included.

IMPORTANT! PLEASE READ CAREFULLY!  
If you are a not-for-profit corporation or a limited partnership, this form must be notarized. If you are a business (profit) corporation, no notarization is required.

STATE OF COLORADO

COUNTY OF JEFFERSON

Willow Springs Block III prop. (Note 1)  
owners asso.

By David L. Woodward (N)

Its \_\_\_\_\_ President  
Its \_\_\_\_\_ Authorized Agent  
Its \_\_\_\_\_ Registered Agent (Note 1)

Subscribed and sworn to before me this 15 day of April 1987

My commission expires 3/5/90

Ronda L. Woodward

- Notes: 1. Exact name of corporation making the statement. 2. Signature and title of officer signing for the corporation must be president or vice president, for a foreign corporation without such officers, the authorized agent. 3. As regards profit corporations. This statement may be executed by the registered agent when it involves only a registered address change. A copy of this statement has been furnished to the corporation by the registered agent. 4. Signature of notary public must be exactly as shown on notarial seal and must agree with material

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DEPARTMENT OF REVENUE  
DEPARTMENT OF STATE  
P.O. BOX 500  
DENVER, COLORADO 80201

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