

**ARTICLES OF INCORPORATION
OF
CHATFIELD GREEN HOMEOWNERS ASSOCIATION**

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 ("Act").

I. NAME

The name of this corporation shall be CHATFIELD GREEN HOMEOWNERS ASSOCIATION ("Association").

II. DURATION

The period of duration of the Association shall be perpetual.

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III. PURPOSES

The Association is organized to be and constitutes the Association to which reference is made in the Declaration of Covenants, Conditions and Restrictions for Chatfield Green ("Declaration"). The Declaration is executed or will be executed by ADM-Chatfield Green LLC, a Colorado limited liability company, or a successor owner of the Community Area ("Declarant"). The Declaration will be recorded in the office of the Clerk and Recorder of Jefferson County, Colorado. All capitalized terms used herein shall have the same meanings as used in the Declaration, unless otherwise defined herein.

The Declaration relates to real property in the Jefferson County, Colorado, which may become subject to the Declaration ("Community Area").

The Association is not organized in contemplation of pecuniary gain or profit to Members.

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 Declaration or in any amendment to the Declaration.

(b) To provide for maintenance, preservation and architectural control of the Community Area, including Lots and Association Properties within the Community Area.

(c) To promote, foster and advance the health, safety and welfare of residents within the Community Area.

(d) 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 Community Area as provided in the Declaration.

(e) To manage, control, operate, maintain, repair and improve Association Properties, and to perform services and functions for or relating to the Community Area, all as provided in the Declaration.

(f) To enforce covenants, restrictions, conditions and equitable servitudes affecting the Community Area.

(g) To make and enforce rules and regulations with respect to the use of Lots and Association Properties within the Community Area, as provided in the Declaration.

(h) To establish and maintain the Community Area as property of the highest quality and value, and to enhance and protect its value, desirability and attractiveness.

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.

IV. POWERS

The Association shall have all of the powers which a nonprofit corporation may exercise under the Act and the laws of the State of Colorado in effect from time to time.

V. REGISTERED OFFICE AND AGENCY

The initial registered office in the State of Colorado of the Association shall be c/o Isaacson Rosenbaum, Woods & Levy, 633 17th St. Suite 2200, Denver, Colorado 80202 and the initial registered agent of the Association upon whom process may be served is Sandy Gail Nyholm at the same address. The registered office and registered agent may be changed, without amendment of these Articles of Incorporation, as provided by statute.

VI. BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. The duties, qualifications, number and term of Directors and the manner of their election, appointment and removal shall be as set forth in the Bylaws.

The number of the first Board of Directors shall be three. The names and addresses of the persons who are to serve as the initial Directors are as follows:

Name	Address
Stephen Stewart	Brazo Advisors 79 Wellington Street West Aetna Tower, TD Center, Suite 2716 Toronto, Ontario M5K 1H1
Steven A. Nichols	32 Niblick Lane Littleton, Colorado 80123
Michael Hendrix	8100 W. Crestline Ave #A15-240 Littleton, Colorado 80123

VII. MEMBERS

Members. A "Member," as defined in the Declaration, is the Person, or if more than one, all Persons collectively, who constitute the Owner of a Lot, including, but not limited to, Declarant.

Memberships Appurtenant to Lots. Each Membership shall be appurtenant to the fee simple title to a Lot. The Person or Persons who constitute the Owner of fee simple title to a Lot shall automatically be the holder of the Membership appurtenant to that Lot and the Membership shall automatically pass with fee simple title to the Lot.

Voting Rights of Members. Each Member shall have the right to cast one vote for each Lot owned by such Member in accordance with the Bylaws; provided, however, that in no event shall there be more than one vote per Lot. Notwithstanding the foregoing, Declarant shall be entitled to select and appoint, in its sole discretion, Directors, in accordance with the Bylaws (the "Declarant's Control Period"), until the expiration of the Declarant's Control Period as hereinafter provided; provided, however, that not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots that may be created within the Community Area by Declarant to Owners other than Declarant, at least one Member, and not less than twenty-five percent (25%) of the Members of the Board of Directors must be elected by Owners other than Declarant and that no later than sixty (60) days after the conveyance of fifty percent (50%) of the Lots that may be created within the Community Area to Owners other than Declarant, not less than thirty-three and one-third percent (33-1/3%) of the Members of the Board of Directors must be elected by Owners other than Declarant. The Declarant's Control Period shall cease on the happening of any of the following events, whichever occurs earlier: (a) when seventy-five percent (75%) of the Lots that may be created within the Community Area have been conveyed to Persons other than Declarant and certificates of occupancy have been issued for residences constructed thereon; (b) two (2) years after the last conveyance of a Lot by Declarant in the ordinary course of business; (c) two (2) years after any right to add new units was last exercised; or (d) when, in its discretion, Declarant so determines.

VIII. PROXY VOTING

A Member shall be entitled to vote in person and may be authorized as provided in the Bylaws of the Association to vote by proxy on any matters on which such Members are entitled to vote.

IX. CUMULATIVE VOTING

Cumulative voting by Members in the election of Directors shall not be permitted.

X. 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 Declaration, for the administration and regulation of the affairs of the Association. 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, subject to provisions in the Declaration for approval, prior to the termination of the Declarant's Control Period of amendments by Declarant.

XI. AMENDMENT OF ARTICLES

The Association may amend these Articles of Incorporation from time to time in accordance with the Act by vote of the Members, but only so long as the Articles of Incorporation as amended contain such provisions as are lawful under the Act and are not contrary to or inconsistent with any provision of the Declaration. In the event of a conflict between the terms and provisions of these Articles and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall govern and control. In the event of a conflict between the terms and provisions of these Articles and the terms and provisions of the Bylaws adopted by the Association, the terms and provisions of the Articles shall govern and control.

XII. DISSOLUTION

In the event of dissolution of the Association, the Association Properties shall, to the extent permitted by law and where reasonably possible, be conveyed or transferred to an appropriate governmental or quasi-governmental agency or agencies, or to a nonprofit corporation, association, trust or other organization, to be used for the common benefit of Owners for similar purposes for which the particular Association Property was held by the Association. To the extent the foregoing is not possible, the Association Properties shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed first for the payment of debts and obligations incurred by the Association in accordance with the provisions of the Declaration relating to dissolution of the Association.

XIII. LIMITATION OF LIABILITY

The Association, Directors, Officers, Declarant, Design Review Committee, and any Member, agent or employee of any of the same, shall not be liable to any person for any action taken or for any failure to act if the action taken or failure to act was not a breach of the duty of loyalty, was done in good faith, and did not result in an improper personal benefit to the party taking such action or failing to act.

XIV. INCORPORATOR

The name and address of the Incorporator is as follows:

Name	Address
Isaacson, Rosenbaum, Woods & Levy, P.C.	633 17th Street Suite 2300 Denver, Colorado 80202

IN WITNESS WHEREOF, these Articles are executed this 19th day of February, 1997.

ISSACSON, ROSENBAUM, WOODS & LEVY, P.C.

By: 
Sandy Gail Nyholm, Director

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

The foregoing instrument was acknowledged before me this 19th day of February, 1997, by Sandy Gail Nyholm, as Director of Isaacson, Rosenbaum, Woods and Levy, P.C.

WITNESS my hand and official seal.

My commission expires January 17, 2001.

Martha S. Williams

Notary Public

