

**ARTICLES OF INCORPORATION OF STAR CANYON CONDOMINIUM
ASSOCIATION, INC.**

In compliance with the requirements of the Colorado Nonprofit Corporation Act, codified as amended at Colorado Revised Statutes § 7-121-101 *et seq.*, (the "Act") the undersigned incorporator hereby establishes a nonprofit corporation under and by virtue of said statute.

**ARTICLE 1
NAME**

FILED
BONNETTA DAVIDSON
COLORADO SECRETARY OF STATE

The name of the corporation is Star Canyon Condominium Association, Inc. (the "Association").

**ARTICLE 2
PERIOD OF DURATION**

20001255568 C
\$ 50.00
SECRETARY OF STATE
12-29-2000 10:56:42

The Association shall exist in perpetuity from and after the date of filing of these Articles of Incorporation with the Colorado Secretary of State, unless dissolved according to Colorado law.

**ARTICLE 3
PURPOSES OF THE ASSOCIATION**

The Association shall exist (a) to provide for the operation, administration, use, and maintenance of certain common areas and other property more fully described under the Declaration of Covenants, Conditions, and Restrictions of the Star Canyon Condominiums to be recorded in the office of the Clerk and Recorder of Jefferson County, Colorado, as amended or supplemented from time to time (the "Declaration"); (b) to preserve, protect, and enhance the values and amenities of such property; and (c) to promote the health, safety, and welfare of the members of the Association.

**ARTICLE 4
DEFINITIONS**

Unless otherwise specified, capitalized terms used in these Articles of Incorporation shall have the same meanings as such terms have in the Declaration.

**ARTICLE 5
POWERS**

In furtherance of the purposes stated above, the Association shall have and may exercise all of the rights, powers, privileges, and immunities now or subsequently conferred upon nonprofit corporations organized under the laws of the State of Colorado and as more particularly granted by the Act, the Colorado Common Interest Ownership Act, and the Declaration.



**ARTICLE 6
LIMITATION OF LIABILITY**

No director shall have any liability to the Association or to its members for monetary damages for breach of fiduciary duty as a manager except to the extent such exemption from liability is prohibited by Colorado law. Any repeal or modification of the foregoing sentence shall not adversely affect any right or protection of a manager in respect of any act or omission occurring prior to such repeal or modification.

No director or officer of the Association shall be personally liable for any injury to person(s) or property arising out of a tort committed by an employee of the Association except to the extent such exemption from liability is prohibited under Colorado law.

**ARTICLE 7
INDEMNIFICATION**

The Association shall indemnify, to the maximum extent permitted by law, any person who is or was as a director, officer, employee, fiduciary, or agent of the Association against any claim, liability, and expense asserted against or incurred by such person made a party to a proceeding, because he or she was a director, officer, employee, fiduciary, or agent of the Association. The Association shall have the authority to the maximum extent permitted by law to purchase and maintain insurance providing such indemnification. Such indemnification shall not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association.

Whenever such a person seeks indemnification by the Association against any liability or expenses incurred in any threatened, pending, or completed proceeding in which the person is a party by virtue of his or her position in any of the above-referenced capacities, the Association shall proceed diligently and in good faith to make a determination in the manner permitted in the Act, of whether indemnification is permissible in the circumstances. If indemnification is determined to be permissible, the Association shall indemnify the person to the fullest extent permissible, provided that any indemnification for expenses shall be limited to the amount found reasonable by an evaluation conducted in a manner permitted by the Act.

This Article shall not be interpreted to limit any indemnification the Association may be required to pay pursuant to the Act, any court order, or any contract, resolution, or any other commitment that is legally valid.

**ARTICLE 8
DISTRIBUTION OF ASSETS UPON DISSOLUTION**

Upon dissolution, the assets of the Association will be distributed to the Owners in accordance with the Colorado Common Interest Ownership Act, codified as amended, at Colorado Revised Statutes § 38-33.3-218.

**ARTICLE 9
VOTING MEMBERS**

The Association shall have Voting Members.

**ARTICLE 10
REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered office of the Association is 633 Seventeenth Street, Suite 2200, Denver, Colorado 80222. The initial registered agent at such office is Richard A. Hardaway.

**ARTICLE 11
INITIAL BOARD OF DIRECTORS/PRINCIPAL OFFICE**

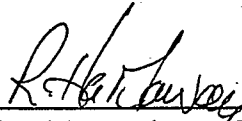
The number of directors of the Association shall be fixed by the bylaws, or if the bylaws fail to fix such a number, then by resolution adopted from time to time by the Board of Directors, provided that the number of directors shall not be more than five. The number of directors constituting the initial Board of Directors shall be one. The name and address of the person who shall serve until the first annual meeting of the members of the Association or until his successor is duly elected and qualified and the principal office address of the Association are listed as follows:

Initial Director
Peter A. Kudla

Principal Office
2696 S. Colorado, Suite 430
Denver, Colorado 80222

**ARTICLE 12
INCORPORATOR**

The name and address of the incorporator is Richard A. Hardaway, 633 Seventeenth Street, Suite 2200, Denver, Colorado 80202. The incorporator is a natural person of the age of 18 years or more.



Richard A. Hardaway, Incorporator/Registered Agent
633 Seventeenth Street, Suite 2200
Denver, Colorado 80202
303-292-5656

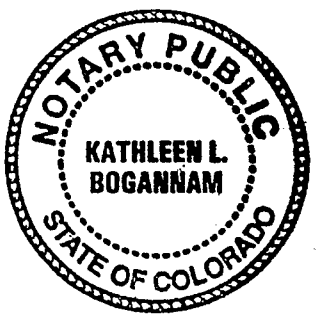
STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of December, 2000 by Richard A. Hardaway.

Witness my hand and official seal.

My commission expires: 8/27/04

[SEAL]



Kathleen L. Bogannam
Notary Public

My Commission Expires Aug. 27, 2004