

ARTICLES OF INCORPORATION
OF
MESA HOMEOWNERS ASSOCIATION

ARTICLE I

NAME OF CORPORATION

The name of the Corporation shall be MESA HOMEOWNERS ASSOCIATION (the "Corporation" or the "Association").

ARTICLE II

PERIOD OF EXISTENCE

The duration of the Corporation shall be perpetual.

ARTICLE III

PURPOSES

3.1 The Corporation does not contemplate pecuniary gain or profit to the members thereof and it is organized for nonprofit purposes. It is intended that the Corporation qualify as an exempt organization under the provisions of Colorado Nonprofit Corporation Act, C.R.S. §§ 7-20-101, et seq. No part of the net earnings of the Corporation shall inure to the benefit of any private member or individual.

3.2 The business, objective, and purposes for which the Corporation is formed are as follows:

3.2.1 To provide for architectural control of all residents' Lots, and for the care, maintenance, preservation and architectural control of the Common Area and facilities within and appurtenant to that certain real property described on Exhibit A (referred to as the Project), and any adjoining lands which may be annexed thereto from time to time, to perform all obligations and duties and exercise all rights and powers of the Mesa Homeowners Association as specified in that certain Declaration of Covenants, Conditions and Restrictions for Mesa (hereinafter called the "Declaration") applicable to the property and recorded, or to be recorded, in the records of the Office of the Clerk and Recorder of Arapahoe County, Colorado, and as the same may be amended from time to time as therein provided, the Declaration being incorporated herein by this reference, and to provide for the enforcement of the Declaration.

3.2.2 To promote the health, safety, and welfare of the residents within the Project, and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

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3.2.3 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, but subject to the duly adopted By-Laws of the Association.

3.2.4 To fix, levy, collect and enforce payment by any lawful means of charges and assessments.

3.2.5 To pay all expenses of the business of the Association, including all license and permit fees, taxes and other governmental charges levied or imposed against the Association or the property of the Association.

3.2.6 To borrow money, and mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

3.2.7 To compromise, settle, release and otherwise adjust claims, demands, causes of action and liabilities in favor of the Association and the Owners, or on behalf of the Association and Owners, as the case may be, provided any such claim, demand, cause of action or liability arises out of or relates to a condition or defect common to all or a majority of the lots or improvements constructed thereon, or to the development, design, construction, condition, repair or maintenance of or damage or injury to or defect in the common area of the development or part thereof, and to make and receive all payment or other consideration necessary therefor or in connection therewith.

3.2.8 To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association as is provided for in the Declaration.

3.2.9 To dedicate, sell or transfer all or any part of the Common Area and facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, as is provided for in the Declaration.

3.2.10 To enter into licenses, maintenance agreements, and other contracts with public agencies, authorities, or utilities for use and maintenance of property owned by such entities and/or for other purposes as may be in the interests of the Association.

3.2.11 To exercise such other and further powers, rights, and privileges which a corporation organized under the Colorado Common Interest Ownership Act or the Colorado Nonprofit Corporation Act may now have or hereafter acquire by law.

3.3 No substantial part of the activities of the Association shall consist of carrying on propaganda, or of otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

3.4 Notwithstanding any of the above statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of the Association.

ARTICLE IV

MEMBERSHIPS

4.1 The Association shall be a membership corporation without certificates or shares of stock.

4.2 Every person or entity who is a Declarant, a Participating Builder, and/or a record Owner of a Lot within the Project shall automatically become a Member of the Association and shall remain a Member for the period of the Owner's Lot ownership. If title to a Lot is held by more than one person, the membership related to that Lot shall be shared by all such persons in the same proportion of interests, and by the same type of tenancy, in which the title to the Lot is held. Each membership shall be appurtenant to the Lot and shall be transferred automatically by the conveyance of the Lot. No Member shall be entitled to a preemptive right or option to purchase any Lot. No person or entity other than an Owner may be a Member of the Association, but the right of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Lot and/or Dwelling Unit. The privileges of Members, the liability of Members for assessments and the method of collection of assessments shall be as set forth in the Declaration and By-Laws adopted by the Directors of the Association.

ARTICLE V

VOTING RIGHTS

5.1 Voting Rights; Declarant Control.

5.1.1 All Owners shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

5.1.2 During the Declarant Control Period, Declarant shall be entitled to exercise certain rights as provided in the Declaration, including but not limited to the right to appoint the members of the Board of Directors of the Association.

5.1.3 Notwithstanding the foregoing voting rights and during the Declarant Control Period only, the Owners other than Declarant shall be entitled to elect at least one (1) but not more than one-third (1/3) of the members of the Board of Directors, upon the happening of the following events:

5.1.3.1 At a meeting of the Association called for this purpose within sixty (60) days after the date on which Declarant has conveyed twenty-five percent (25%) of the Maximum Number of Lots to purchasers other than Declarant or a successor Declarant, the Owners other than Declarant shall be entitled to elect at least one (1) but not more than twenty-five percent (25%) of the members of the Board of Directors, whichever is greater.

5.1.3.2 At a meeting of the Association called for this purpose within sixty (60) days after the date on which Declarant has conveyed fifty percent (50%) of the Maximum Number of Lots to purchasers other than Declarant or a successor Declarant, the Owners other than Declarant shall be entitled to elect at least one (1) but not more than one-third (1/3) of the members of the Board of Directors, whichever is greater.

5.1.4 On or after the date on which the Declarant has conveyed twenty-five percent (25%) of the Maximum Number of Lots to purchasers other than Declarant or a successor Declarant, the Board of Directors may increase the number of Directors from three (3) to five (5) members; provided, however, that the increased number of members shall be used to determine the number of Directors for whom the Owners other than Declarant may vote pursuant to Section 3.2.3.

5.1.5 At a meeting called for this purpose which shall be held no later than the expiration of the Declarant Control Period, the Owners shall elect the Board of Directors of the Association which shall be comprised of at least three (3) Members, at least a majority of whom shall be Owners other than Declarant or designated representatives of Owners other than Declarant.

5.1.6 Within sixty (60) days after the Owners other than Declarant elect a majority of the Board of Directors, Declarant shall deliver to the Association those items of property described in C.R.S. § 38-33.3-303(9) which are in existence and in Declarant's custody or control.

5.2 All Members shall be entitled to vote on all matters which may properly come before the Members, except as provided above. Cumulative voting is prohibited. No person or entity other than an Owner of a Lot may be a Member of the Association. Members shall have no preemptive rights to purchase other Dwelling Units or the memberships appurtenant thereto.

5.3 If title to a Lot is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such Owners shall execute a proxy appointing and authorizing one person or alternative persons to attend all annual and special meetings of Members, and thereat to cast whatever vote the Owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended, or sooner terminated by operation of law. Within thirty (30) days after such revocation, amendment, or termination thereof, however, the Owner shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as is provided in this paragraph.

5.4 A membership in the Association shall not be assigned, encumbered, or transferred in any manner except as an appurtenance to the transfer of title to the Lot to which the membership pertains; provided, however, the rights of membership may be assigned to the holder of a mortgage, deed of trust, or other security instrument on a Lot as further security for a loan secured by a lien on such Lot.

5.5 A transfer of membership shall occur automatically upon the transfer of title to the Lot to which the membership pertains. The By-Laws of the Association may, however, contain reasonable provisions and requirements with respect to recording such transfers on the books and records of the Association.

5.6 The Association may suspend the voting rights of a Member for failure to comply with the Rules and Regulations or the By-Laws of the Association or with any other obligations of the Owners of a Lot under the Declaration or agreement created thereunder.

ARTICLE VI

BOARD OF DIRECTORS

6.1 The business and affairs of the Association shall be conducted, managed, and controlled by a Board of Directors.

6.2 The Board of Directors shall consist of not less than three (3) nor more than nine (9) members, the specific number to be set forth from time to time in the By-Laws of the Association. In

the absence of any provision to the contrary in the By-Laws, the Board shall consist of three (9) members.

6.3 The classes of Directors, method of election and the term of office of members of the Board of Directors shall be determined by the By-Laws.

6.4 Directors may be removed and vacancies on the Board of Directors shall be filled in the manner to be provided in the By-Laws.

6.5 The names and addresses of the members of the first Board of Directors who shall serve until the first election of Directors by the members and until their successors are duly elected and qualified are as follows:

Elizabeth Alexander
4600 South Ulster Street
Suite 400
Denver, Colorado 80237

Kevin F. Frederickson
4600 South Ulster Street
Suite 400
Denver, Colorado 80237

Chuck Hurley
4600 South Ulster Street
Suite 400
Denver, Colorado 80237

6.6 The first Directors of the Association shall have the power to adopt By-Laws for the Association.

6.7 Any vacancies in the Board of Directors occurring before the first election of a majority of Directors by the Members shall be filled as follows: (i) any Directors who were appointed by Declarant shall be appointed by Declarant, and (ii) any Director(s) elected by the Members pursuant to Section 5.1.3 shall be elected by a vote of the Members at a special meeting called for such purpose; provided, however, that any Director(s) elected or appointed pursuant to this Section shall be elected or appointed only to fill the remainder of the term of the Director creating the vacancy. At any meeting of the Association called for the purpose of electing Directors, the Members shall elect one or more Directors for a term of one (1) year, one or more Directors for a term of two (2) years and one or more Directors for a term of three (3) years. The Director receiving the largest number of votes shall be elected for a term of three (3) years, the Director receiving the second largest number of votes shall be elected for a term of two (2) years, and the Director receiving the smallest number of votes shall be elected for a term of one (1) year; and at each annual meeting thereafter the Members may fill any vacancies for the remaining terms or new terms of three (3) years.

6.8 Subject only to the voting rights of the Members other than Declarant set forth in Section 5.1.3 above, Declarant shall be entitled to appoint the Board of Directors during the Declarant Control Period; provided, however, that Declarant shall not be entitled to vote for any members of the Board of Directors in any election held pursuant to Section 5.1.3 above. All Directors appointed by Declarant shall resign prior to the first meeting of Members following the expiration of the Declarant Control Period.

6.9 Notwithstanding any provision in these Articles or the Declaration to the contrary, the Members other than Declarant shall be entitled to remove any member of the Board of Directors, other than any Director appointed by Declarant, by the affirmative vote of sixty-seven percent (67%) of the Members other than Declarant.

ARTICLE VII

OFFICERS

The Board of Directors may appoint a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other Officers as the Board believes will be in the best interests of the Association. The Officers shall have such duties as may be prescribed in the By-Laws of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify the Officers and Directors of the Association to the fullest extent permitted by law.

ARTICLE IX

INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association will be 4600 South Ulster Street, Suite 400, Denver, Colorado 80237. The initial registered agent at such office shall be Elizabeth Alexander.

ARTICLE X

INCORPORATOR

The name and address of the Incorporator are: Eric E. Torgersen, Suite 100, Building 19, 1667 Cole Boulevard, Golden, Colorado 80401.

EXHIBIT A

Lots 1 - 5, inclusive, Block 6,
Lots 1 - 9, inclusive, Block 13,
Lots 1 - 47, inclusive, Block 14,
Lots 1 - 21, inclusive, Block 15,
Lots 1 - 13, inclusive, Block 16,

Tracts E, F, G, H, J, K, L, M, N, P, Q, R and S,

Mesa Filing No. 1, according to the plat thereof recorded
November 21, 1997, in Book 144 at Pages 4-10, under
Reception No. A7147541, in the records of the Office of
the Clerk and Recorder of Arapahoe County, Colorado,

County of Arapahoe,
State of Colorado.