

ARTICLES OF INCORPORATION
OF
COPPERLEAF HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the Colorado Nonprofit Corporation Act, C.R.S. Section 7-121-101 through 7-137-101 and the Colorado Common Interest Ownership Act, C.R.S. Section 38-33.3-101, the undersigned, of full age, has this day, for the purpose of forming a non-profit corporation, certified as follows:

ARTICLE I
NAME

The name of the corporation is COPPERLEAF HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is c/o SQH Residential Investors, Inc., 1380 Seventeenth Street, Denver, Colorado, 80202.

ARTICLE III
REGISTERED AGENT

Richard A. Frank, whose address is 1380 Seventeenth St., Denver, CO 80202, is hereby appointed the initial registered agent of this Association, and such address shall be the registered address of this Association. By his signature below, the initial registered agent consents to this appointment.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of certain property and improvements within the property described on Exhibit A to the Declaration (as hereinafter defined), and any additions thereto as may hereafter be brought within the jurisdiction of this Association (hereinafter called the "Common Interest Community"), and to promote the health, safety and welfare of the residents within the Common Interest Community, and for the following purposes:

1. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Copperleaf Homeowners Association, Inc., hereinafter called the "Declaration," applicable to the Common Interest Community and recorded or to be recorded in the Office of the Clerk and Recorder of Arapahoe County, Colorado, as the same may be amended and supplemented from time to time, said Declaration being incorporated herein as if set forth at length (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined);

2. adopt and amend budgets for revenues, expenditures, and reserves, and fix, levy, collect and enforce payment of, by any lawful means, all charges and assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

3. acquire (by gift, purchase, or otherwise), own, hold, improve, encumber, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property, in its own name, in connection with the affairs of the Association; provided, however, that portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association only if Persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes attributable to Units not owned by a Declarant, agree to that action;

4. borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its personal property as security for money borrowed or debts incurred; provided, however, that portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association only if Persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes attributable to Units not owned by a Declarant, agree to that action;

5. hire and terminate managing agents and other employees, agents, and independent contractors;

6. institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Common Interest Community;

7. impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;

8. provide for the indemnification of its officers and Executive Board, and maintain directors' and officers' liability insurance;

9. participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes; provided that any merger or consolidation, other than

as may be done by Declarant as a Special Declarant Right, shall have the assent of the Owners of eighty percent (80%) of the votes in the Association;

10. manage, control, operate, maintain, repair and improve its property and other property as provided in the Declaration;

11. enforce covenants, restrictions, and conditions affecting any property to the extent this Association may be authorized to do so under the Declaration;

12. engage in activities which will actively foster, promote and advance the common interests of Unit Owners;

13. enter into, make, perform, or enforce contracts, licenses, leases and agreements of every kind and description, incur liabilities, and do all other acts necessary, appropriate or advisable in carrying out any purpose of this Association, with or in association with any Person, firm, association, corporation, or other entity or agency, public or private; provided, however, that the following contracts and leases, if such contracts and leases are entered into before the Executive Board elected by the Unit Owners takes office subsequent to termination of the Period of Declarant Control, may be terminated without penalty by the Association at any time after such date, upon not less than ninety (90) days' notice to the other party:

(a) any management contract, employment contract, or lease of recreational or parking areas or facilities;

(b) any other contract or lease between the Association and a Declarant or an affiliate of a Declarant; or

(c) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing;

(However, this section 13 does not apply to any lease the termination of which would terminate the Common Interest Community or reduce its size, unless the real estate subject to that lease was included in the Common Interest Community for the purpose of avoiding the right of the Association to terminate a lease under this subsection or a proprietary lease.)

14. adopt, alter and amend or repeal Association Bylaws and rules and regulations, and promulgate and publish such rules and guidelines as may be necessary or desirable for the proper management of the affairs of this Association; provided, however, that such Association Bylaws, rules and regulations, and rules and guidelines shall not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Declaration;

15. have and exercise any and all powers, rights and privileges which a corporation organized under the Colorado Nonprofit Corporation Act by law may now or hereafter have or exercise;

16. regulate the use, maintenance, repair, replacement and modification of Common Elements;

17. cause additional improvements to be made as part of the Common Elements;

18. impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements;

19. exercise any powers enumerated in the Bylaws of the Association and exercise any other powers necessary and proper for the governance and operation of the Association.

20. eliminate or limit the personal liability of directors to the Association or to the Members for monetary damages for breach of fiduciary duty, as allowed by law.

ARTICLE V MEMBERSHIP

Every Person who is a record owner of a fee or undivided fee interest in any Unit which is now or hereafter subject to assessment as provided in the Declaration, including contract sellers, shall be a Member of the Association. Following termination of the Common Interest Community, the membership shall consist of all former Unit Owners entitled to distribution of proceeds under the Act or their heirs, personal representatives, successors or assigns. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

A transfer of membership shall occur automatically upon the transfer of title to the Unit to which the membership pertains. The Association may suspend the voting rights and the right of a Member to use recreational facilities, if any, during any period in which such Member shall be in default in the payment of any assessment levied by the Association or in violation of these Articles of Incorporation, Bylaws, the Declaration, or the Rules and Regulations of the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, or during any period of violation, whichever is greater, for infraction or violation of these Articles of Incorporation, the Bylaws, the Association's Declaration of Covenants, Conditions and Restrictions or published Association rules and regulations.

ARTICLE VI
VOTING RIGHTS

1. The Association shall have one class of voting membership. Each Unit Owner shall be entitled to one (1) vote for each Unit owned, except that no votes attributable to a Unit owned by the Association may be cast. The total number of votes which may be cast in connection with any matter shall be equal to the total number of Units then existing within the Common Interest Community. Except as otherwise provided in this Article, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and directors and may remove all officers and directors of the Executive Board appointed by it. A Declarant may voluntarily surrender the right to appoint and remove officers and directors of the Executive Board before termination of the Period of Declarant Control; but, in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. No later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that May Be Created to Unit Owners other than a Declarant or a Builder, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that May Be Created to Unit Owners other than a Declarant or a Builder, not less than thirty-three and one-third percent (33 1/3%) of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

2. Not later than 60 days after the termination of any Period of Declarant Control, the Unit Owners shall elect an Executive Board of at least five (5) members, at least a majority of whom must be Unit Owners other than the Declarant or designated representatives of Unit Owners other than the Declarant. The Executive Board shall elect the officers. The Executive Board members and officers so elected shall take office upon election.

ARTICLE VII
EXECUTIVE BOARD

The affairs of this Association shall be managed by an Executive Board of five (5) Directors, except that until termination of the Period of Declarant Control the Executive Board may consist of three (3) Directors. Directors shall be Members which, in the case of Declarant, may include any director, officer, employee or authorized agent of Declarant and, in the case of ownership by a corporation, partnership, trust, or other entity Members, may include the officers, directors, employees, or agent of any such entity Member. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the Persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Richard A. Frank	1380 Seventeenth Street Denver, Colorado 80202
Todd B. Tenenbaum	1380 Seventeenth Street Denver, Colorado 80202
Stephen A. Prokopiak	1380 Seventeenth Street Denver Colorado 80202

The successors to the initial and subsequent Executive Board shall be appointed or elected in the manner set forth in the Bylaws.

ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the Unit Owners with not less than two-thirds (2/3) of the votes attributable to Units not then owned by Declarant, and by the Declarant with not less than two-thirds (2/3) of the votes attributable to Units then owned by the Declarant. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets may be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes or may be deemed to be owned by the Members at the date of dissolution, as a part of their Units as provided by the Declaration.

ARTICLE IX OFFICERS

The Executive Board may appoint a President, one or more Vice-Presidents, a Secretary, a Treasurer and such other officers as the Board, in accordance with the provisions of the Bylaws, believes will be in the best interests of the corporation. The officers shall have such duties as may be prescribed in the Bylaws and shall serve at the pleasure of the Executive Board.

ARTICLE X INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify its Officers and Directors for any claims arising from their conduct in the performance of their duties on behalf of the Association to the fullest extent permitted by and in a manner consistent with Colorado law.

Richard A. Frank

The name and mailing address of the individual who causes this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused is: Laura K. Sanchez, Orten & Hindman, P.C., 11901 W. 48th Ave., Wheat Ridge, CO 80033.