

ARTICLES OF INCORPORATION
OF
MOUNTAIN SHADOWS NORTH HOMEOWNERS ASSOCIATION, INC.

Pursuant to § 7-122-102, Colorado Revised Statutes (C.R.S.), of the Colorado Nonprofit Corporations Act (the "Nonprofit Corporations Act"), the individual named below causes these Articles of Incorporation to be delivered to the Colorado Secretary of State for filing, and states as follows:

I. NAME

The name of this corporation shall be Mountain Shadows North Homeowners Association, Inc. (the "Association").

II. DURATION

The period of duration of the Association shall be perpetual.

III. PURPOSES

The Association is organized to be and constitute the Association to which reference is made in the Declaration for the Mountain Shadows North Homeowners Association, Inc. Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration"). The Declaration is executed or is to be executed by Neumann Homes of Colorado LLC, a Colorado limited liability company ("Declerant"). The Declaration is recorded or is to be recorded in the office of the clerk and recorder of the County of Weld, Colorado. All defined terms utilized herein, but not otherwise defined, shall have the meaning given such term in the Declaration.

The Declaration relates to real property located in the County of Weld, Colorado, which may become annexed and made subject to the Declaration (the "Property"). Any real property which is, in fact, annexed and made subject to the Declaration is referred to as the "Property."

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, as amended from time to time, or in any Amended Declaration relating to the Association Area.
- (b) To provide for maintenance, preservation and architectural control of the Property including Alleys, Lots and Common Areas within the Property.
- (c) To promote, foster and advance the health, safety and welfare of residents within the Property.

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- (d) To fix, levy, collect and enforce payment of, by any lawful means, Association Assessments and other amounts payable by or with respect to Owners of Lots within the Property, as provided in the Declaration.
- (e) To manage, control, operate, maintain, repair and improve Alleys and Common Areas, and to perform services and functions for or relating to the Property, all as provided in the Declaration.
- (f) To enforce covenants, restrictions, conditions and equitable servitudes affecting the Property.
- (g) To make and enforce rules and regulations with respect to the use of Alleys, Lots and Common Areas within the Property, as provided in the Declaration.
- (h) To establish and maintain the Property 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 Nonprofit Corporations Act and the laws of the State of Colorado in effect from time to time.

V. REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be 5670 Greenwood Plaza Blvd., Suite 115, Greenwood Village, Colorado 80111. This office is in the City and County of Denver, Colorado. The initial registered agent of the Association, whose business office is identical with such registered office, is Dick Ker. 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:

<u>Name</u>	<u>Address</u>
Dick Ker	5670 Greenwood Plaza Blvd., Suite 115 Greenwood Village, Colorado 80111

John Zegarski

5670 Greenwood Plaza Blvd., Suite 115
Greenwood Village, Colorado 80111

Don Rosier

5670 Greenwood Plaza Blvd., Suite 115
Greenwood Village, Colorado 80111

VII. MEMBERS

Members, as that term is used in the Nonprofit Corporations Act, shall be the Owners of Lots in the Property, including Declarant, but not the Association if it is an Owner of a Lot.

Each Member shall have the right to cast one vote for each Lot owned by such Member that is subject to this Declaration. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established in the Bylaws and in the Declaration, shall be deemed to be binding on all Members, and their successors and assigns.

VIII. PROXY VOTING

A Member shall be entitled to vote in person and shall be entitled to vote by proxy.

IX. CUMULATIVE VOTING

Cumulative voting by Members shall not be permitted.

X. BYLAWS

The Association shall have the power to make and alter Bylaws, not inconsistent with these Articles of Incorporation, 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 Board of Directors and the Members, subject to provisions in the Declaration for approval of amendments by Declarant.

XI. AMENDMENT OF ARTICLES

These Articles of Incorporation may be amended from time to time in accordance with the Nonprofit Corporations Act by vote of Members, and in accordance with the provisions in the Declaration for approval of amendments by Declarant. Notwithstanding the foregoing, the Articles of Incorporation, as amended, must contain only such provisions as are lawful under the Nonprofit Corporations Act and shall not be contrary to or inconsistent with any provision of the Declaration. Notwithstanding anything to the contrary herein contained, any amendment to these Articles of Incorporation made during the Declarant's rights period affecting any Special Declarant Right or any Development Right that Declarant may exercise during such period or affecting any obligation of Declarant during such period, or any amendment to these Articles of Incorporation made during the Declarant's control period affecting a right that Declarant may exercise during such period or affecting any obligation of Declarant during such period, must in each case be approved in writing by Declarant.

XII. DISSOLUTION

In the event of dissolution of the Association, the Alleys and Common Areas shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies or to a nonprofit corporation, association, trust or other organization, to be used, in any such event, for the common benefit of Members for similar purposes for which the particular Alleys or Common Areas were held by the Association. To the extent the foregoing is not possible, the Alleys and Common Areas shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Members in proportion to the Allocated Interests, as determined in the Declaration. The proceeds from the sale or disposition of any improvement in a Common Area shall be distributed to those Members entitled to use such facility in proportion to the number of Membership units such Member holds.

XIII. PRINCIPAL OFFICE

The Association's principal address shall be 5670 Greenwood Plaza Blvd., Suite 115, Greenwood Village, Colorado 80111.

XIII. INDEMNIFICATION

The Association shall indemnify all Officials and Agents, as defined in the Bylaws, and shall advance all expenses, as defined in the Bylaws, to the fullest extent permitted under the Nonprofit Corporations Act.

XIV. NO PERSONAL LIABILITY

No Director shall have any personal liability to the Association or to the Members for monetary damages for breach of their fiduciary duty as a Director, except that the foregoing provision shall not eliminate or limit the liability of any such Director for monetary damages for: (i) any breach of such Director's duty of loyalty to the Association or to the Members, (ii) such Director's acts or omissions are not in good faith or involve intentional misconduct or a knowing violation of law, (iii) acts by such Director specified in the Nonprofit Corporations Act, (iv) or any transaction from which such Director derived an improper personal benefit.

XV. INCORPORATOR

The name and address of the Incorporator is Dick Ker, 5670 Greenwood Plaza Boulevard, Suite 115, Greenwood Village, CO 80111.

The name and mailing address of the individual who causes this document to be delivered for filing on this ~~20th~~ day of October, 2003 and to whom the Secretary of State may deliver notice if filing of this document is refused, is:

Dick Ker
Mountain Shadows North Homeowners Association, Inc.
5670 Greenwood Plaza Blvd., Suite 115
Greenwood Village, CO 80111