

ARTICLES OF INCORPORATION
OF
JACKSON COURT CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of the Colorado Nonprofit Corporation Act, Section 7-20-101 through 7-29-106, C.R.S. 1973 as amended, the undersigned, who is of full age, for the purpose of forming a non-profit corporation hereby certifies:

ARTICLE I
NAME

The name of the corporation is JACKSON COURT CONDOMINIUM ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at 3033 East First Avenue, Suite 300, Denver, Colorado 80206.

ARTICLE III
REGISTERED AGENT

L. Gene Shofner, whose address is 3033 East First Avenue, Suite 300, Denver, Colorado 80206, is hereby appointed the initial registered agent of this Association, and such address shall be the registered address of this Association.

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 and preservation of the Condominium Units and Common Elements within that certain tract of land described on Exhibit A attached hereto and incorporated herein by this reference, and any additions thereto as may hereafter be brought within the jurisdiction of this Association ("Property") and to promote the health, safety and welfare of the residents within the Property for this purpose to:

(a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Condominium Declaration for Jackson Court Condominiums, hereinafter called the "Declaration," applicable to the Property, or a portion thereof, and recorded or to be recorded in the Office of the Clerk and Recorder of the City and County of Denver, Colorado, as the same may be amended from time to time as therein provided, 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);



(b) fix, levy, collect, and enforce payment 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;

(c) 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 including, without limitation, ownership, management and/or maintenance of a Condominium Unit(s) or other structure(s) for use by the Association's managing agent or for such other uses and purposes as the Board of Directors may in its discretion deem appropriate from time to time;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, and grant permits, licenses and easements over the Common Elements for public utilities, roads and/or other purposes reasonably necessary or useful for the proper maintenance or operation of the Project;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property, provided that any merger or consolidation shall have the assent of two-thirds (2/3) of each class of Members;

(g) manage, control, operate, maintain, repair, and improve the Common Elements;

(h) enforce covenants, restrictions, and conditions affecting any property to the extent this Association may be authorized under the Declaration;

(i) engage in activities which will actively foster, promote, and advance the common ownership interests of Owners;

(j) enter into, make, perform, or enforce contracts, licenses and agreements of every kind and description, including without limitation those certain agreements, contracts, licenses, leases, easements and/or rights-of-way, as more fully

provided in Section 6.7 of the Declaration, 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;

(k) adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of this Association, provided, however, that such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Declaration; and

(l) 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.

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Condominium Unit which is now or hereafter subject by the Declaration to assessment, including contract sellers, shall be a member of the Association. 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 Condominium Unit which is subject to assessment by the Association.

A transfer of membership, including all rights of an Owner with respect to the Common Elements, shall occur automatically upon the transfer of title to the Condominium Unit to which the membership pertains. The Association may suspend the voting rights of a Member for any period not to exceed 60 days, for failure to comply with rules and regulations or the Bylaws of the Association, or for any period during which any Association assessment against such Owner or against such Owner's Condominium Unit remains unpaid. All Members shall be entitled to vote on all matters, except any Members who are in default of any obligations to the Association. Cumulative voting is prohibited.

ARTICLE VI VOTING RIGHTS

The Association shall have two (2) classes of voting membership.

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Condominium Unit owned. When more than one person holds an interest in the same Condominium Unit all such Owners

shall be members and the vote for such Condominium Unit shall be cast as the Owners thereof agree, but in no event shall more than one vote per question be cast with respect to such Condominium Unit. If the Owners of such Condominium Unit do not agree as to the manner in which their vote should be cast when called upon to vote, then they shall be treated as having abstained.

(c) Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each Condominium Unit owned which is neither leased, rented, nor otherwise occupied as a residence. Leasing, renting, or allowing entry for residential occupancy shall terminate the Declarant's weighted voting advantage in relation to any Condominium Unit so leased, rented, or residentially occupied, and shall limit Declarant in relation to any such Condominium Unit to the same voting rights as a Class A member.

(d) Conversion of Class B to Class A Membership. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

(1) one hundred twenty (120) days after that date on which the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; provided, however, that if within said 120-day period, the Declarant shall record in the City and County of Denver a Statement of Intention to Annex Additional Property to the Declaration pursuant to Article Seventeen thereof, such that after such recording there are again more votes outstanding in the Class B membership than in the Class A membership, then the Class B membership shall not be converted to Class A membership; or

(2) on that date which is three (3) years after the date of recording of the Declaration in the office of the Clerk and Recorder of the City and County of Denver, Colorado; or

(3) on a date certain set forth in written notice from the Declarant to the Secretary of the Association stating the Declarant's intent to terminate the Class B Membership as of such date; provided, however, that in the event there is then more than one Declarant owning property within the Project, such notice must be signed by all such Declarants.

ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, except that the initial Board of Directors shall consist of two (2) persons. Directors shall be

Members which, in the case of Declarant, shall include the directors, officers, employees or authorized agents of Declarant, and in the case of other corporate Members shall include the officers and directors of each such corporate 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>
L. Gene Shofner	3033 East First Ave., Suite 300 Denver, Colorado 80206
John Mims	3033 East First Ave., Suite 300 Denver, Colorado 80206

The successors to the initial and subsequent Boards of Directors shall be elected in the manner set forth in the Bylaws of the Association.

ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members. 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 shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX OFFICERS

The Board of Directors of the Association 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 Association. The officers shall have such duties as may be prescribed in the Bylaws of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE X DURATION

The corporation shall exist perpetually.

**ARTICLE XI
AMENDMENTS**

Subject to the terms and provisions of Sections 15.2, 15.3 and 17.1(b) of the Declaration, amendment of these Articles shall require the assent of two-thirds (2/3) of a quorum of members at any duly organized meeting of the Association; provided, however, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration.

**ARTICLE XII
CONFLICTS IN DOCUMENTS**

In case of any conflict between these Articles of Incorporation and the Bylaws of the Association, these Articles shall control; in case of any conflict between the Declaration and the Bylaws of the Association, the Declaration shall control; and in case of any conflict between these Articles of Incorporation and the Declaration, the Declaration shall control.

IN WITNESS WHEREOF for the purposes of forming this Corporation under the laws of the State of Colorado, the undersigned, the incorporator of this Association, has executed these Articles of Incorporation this 18th day of September, 1987.

A. Bryan Calkins
Incorporator
Address:

STATE OF COLORADO

COUNTY OF Denver

)
) ss.
)

The foregoing instrument was acknowledged before me in the County of Denver, State of Colorado, this 18th day of September, 1987 by A. Bryan Calkins.

Witness my hand and official seal.

My commission expires: _____

My Commission expires July 2, 1991
7887 E. Bellevue, Suite 700
Englewood, Colorado 80111

[Signature]
Notary Public
Address: _____

EXHIBIT A
TO
ARTICLES OF INCORPORATION
OF
JACKSON COURT CONDOMINIUM ASSOCIATION, INC.

Legal Description of the Property:

Phase I

Legal description of the Property:

A part of Lots 13 through 18 inclusive, Block 29, Burlington Capitol Addition, City and County of Denver, State of Colorado, more particularly described as follows:

Beginning at a point on the east line of said Lot 13, said point being 5.32 feet north of the southeast corner of said Lot 13; thence southerly along the east line of said Lots 13 through 18 a distance of 111.34 feet to a point being 5.82 feet south of the northeast corner of said Lot 18; thence on a deflection angle to the right of $89^{\circ}59'40''$ and westerly parallel with the north line of said Lot 18, a distance of 58.67 feet; thence on a deflection angle to the right of $90^{\circ}00'20''$ and northerly 50.67 feet to a point being 5.25 feet south of the north line of said Lot 16; thence on a deflection angle to the left of $90^{\circ}00'20''$ and westerly parallel with the north line of said Lot 16 a distance of 66.33 feet to a point on the west line of said Lot 16; thence on a deflection angle to the right of $90^{\circ}00'20''$ and northerly along the west line of said Lots 16 and 15, a distance of 10.00 feet to a point being 4.75 feet north of the southwest corner of said Lot 15; thence on a deflection angle to the right of $89^{\circ}59'40''$ and easterly parallel with the south line of said Lot 15 a distance of 66.33 feet; thence on a deflection angle to the left of $89^{\circ}59'40''$ and northerly 50.67 feet to a point being 5.32 feet north of the south line of said Lot 13; thence on a deflection angle to the right of $89^{\circ}59'40''$ and easterly parallel with the south line of said Lot 13, a distance of 58.67 feet to the point of beginning, containing 7,196 square feet or 0.1652 acres more or less.