

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

The Village at Canterbury Crossing Homeowners Association

is a

Nonprofit Corporation

formed or registered on 08/12/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141490455 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/24/2016 that have been posted, and by documents delivered to this office electronically through 02/25/2016 @ 15:15:42 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/25/2016 @ 15:15:42 in accordance with applicable law. This certificate is assigned Confirmation Number 9521350 .



A handwritten signature in black ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

- (If the following statement applies, adopt the statement by marking the box and include an attachment.)*
- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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Colorado Secretary of State
 Date and Time: 08/12/2014 05:29 PM
 ID Number: 20141490455
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 Amount Paid: \$1.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation
 filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is The Village at Canterbury Crossing Homeowners Association
(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 8480 E Orchard Rd
(Street number and name)
Suite 1000
Greenwood Village CO 80111
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name
 (if an individual) _____
(Last) (First) (Middle) (Suffix)

OR

(if an entity) National Registered Agents, Inc.
(Caution: Do not provide both an individual and an entity name.)

Street address 1675 Broadway
(Street number and name)
Suite 1200
Denver CO 80202
(City) (State) (ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____
(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name

(if an individual)

(Last) (First) (Middle) (Suffix)

OR

(if an entity)

Banks & Imatani PC

(Caution: Do not provide both an individual and an entity name.)

Mailing address

PO Box 18008

(Street number and name or Post Office Box information)

Golden CO **80402**
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

See Attachment

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes. This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Banks</u>	<u>Barbara</u>	<u>S</u>	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>PO Box 18008</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Golden</u>	<u>CO</u>	<u>80402</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u>United States</u>			
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

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**ATTACHMENT TO
ARTICLES OF INCORPORATION
OF
THE VILLAGE AT CANTERBERRY CROSSING HOMEOWNERS ASSOCIATION
a Colorado Nonprofit Corporation**

The purposes for which the corporation is formed are as follows:

- (a) To manage, administer and operate the Common Interest Community located in Douglas County, Colorado, as described in and in accordance with the provisions of that certain Declaration of Covenants, Conditions, Restrictions and Easements of The Village at Canterbury Crossing (the "Declaration") including, without limiting the generality of the foregoing statement, the performance of the following acts and services as a nonprofit corporation organized pursuant to the Colorado Revised Nonprofit Corporation Act:
- (i) The acquisition, construction, management, supervision, care, operation, maintenance, renewal and protection of all Improvements, structures, grounds, roadways and other facilities, installations and appurtenances thereto relating to the Common Area (as defined in the Declaration) within the Common Interest Community. In furtherance of this purpose and power, at its election, the Association may also but shall not be required to provide garbage and trash collection, and supplement municipal services, insofar as permitted by law; to contract for other services; and to do any other thing that, in the opinion of the Board, will promote the common benefit and enjoyment of the residents of the Common Interest Community.
 - (ii) The enforcement of any and all covenants, restrictions and agreements applicable to the Common Interest Community; including but not limited to, those set forth in the Declaration.
 - (iii) The preparation of estimates and budgets of the Common Expenses of the Community and the apportionment of the Common Expenses among the Unit Owners; and the collection of these Common Expenses as Assessments from the Unit Owners obligated to assume or bear the same; and the borrowing of money for the Association's purposes, pledging as security the income due from Unit Owners and from others, the property of the corporation and the Common Area of the Common Interest Community.
 - (iv) The enforcement, on behalf of the Unit Owners, of Rules made or promulgated by the Board with respect to the safe occupancy, reasonable use and enjoyment of the Improvements, structures, grounds and facilities of the Common Interest Community, and to enforce compliance with these Rules, including the levy of fines.
 - (v) The performance or causing to be performed, all other and additional services and acts as are usually performed by managers or managing agents of real estate developments, including without limitation, keeping or causing to be kept, appropriate books and records, preparing and filing necessary reports and returns, and making or causing to be made audits of books and accounts.

(b) Retaining legal counsel, auditors, accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities described in this document.

(c) The performance, or causing to be performed, of all other necessary acts and services suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and to acquire, sell, mortgage, lease or encumber any real or personal property for these purposes.

(d) The promotion of the health, safety, welfare and common benefit of the residents of the Common Interest Community.

(e) The performance of any and all permitted acts, and the exercise of any and all powers, rights and privileges which are granted to the Association by the Governing Documents and the laws of the State of Colorado.

(f) The performance of any and all permitted acts, and the exercise of any and all powers, rights and privileges which are granted to a nonprofit corporation organized pursuant to the Colorado Revised Nonprofit Corporation Act, as the same may be amended from time to time.

The foregoing statements of purpose shall be construed as statements of both purposes and powers. The purposes and powers stated in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent 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 primary purposes of the Association. Defined terms used in this Attachment and not otherwise defined shall have the same meaning as set out in the Declaration.

BOARD

The initial Board shall consist of three persons, and may be changed by a duly adopted amendment to the Bylaws, except that in no event may the number of Directors be less than three.

AMENDMENT

Amendment of these Articles shall require the written approval of Owners of two-thirds (2/3) of the Units or the assent of Owners of two-thirds (2/3) of the Units voting in person or by proxy at an annual meeting of Members or at a special meeting called for this purpose; provided, however, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration.

MEMBERSHIP CLASSES, RIGHTS AND QUALIFICATIONS

The voting members are as follows:

Any person who holds title to a Unit in the Community shall be a member of the Association. There shall be one membership for each Unit owned within the Community. This membership shall be automatically transferred upon the conveyance of that Unit. Voting shall be based upon one vote per Unit, and the vote to which each membership is entitled is the vote assigned to its Unit in the Declaration. If a Unit is owned by more than one person, those persons shall agree among themselves how a vote for that Unit's membership is to be cast, pursuant to applicable provisions in the Bylaws of the Association. A vote by an individual co-owner for the entire Unit's membership interest shall be deemed to be pursuant to be valid proxy, unless another co-owner of the same Unit objects at the time the vote is cast, in which case such membership's vote shall not be counted unless such co-owners can agree within a reasonable time.

The members shall be of one class, Unit Owners who own Units, as defined in the Declaration. These Unit Owners shall elect all members of the Board, following the Period of Declarant Control as more particularly described in the Declaration.

Except as otherwise provided in the Declaration, not later than the termination of any Period of Declarant Control, the Unit Owners shall elect a Board of at least three members, at least a majority of whom shall be Unit Owners. The Board shall elect the officers. The Board members and officers shall take office upon election.

INDEMNIFICATION

The Association shall indemnify every present and former director, officer, agent or employee, against loss, costs and expenses, including attorneys' fees reasonably incurred in connection with any action, suit, or proceeding in which such person may be made a party by reason of being, or having been such director, officer, agent or employee of the Association to the fullest extent permitted by law.

The Association may also indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the name of the Association) by reason of the fact that he or she is or was a member of the Board, manager, officer, employee, fiduciary or agent of the Association, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorney's fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which such individual reasonably believed to be in the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself

create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in the best interest of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful.

Any indemnification shall be made by the Association only as authorized by the specific case upon a determination that indemnification of the member of the Board, manager, officer, employee, fiduciary or agent is proper in the circumstances because such individual has met the applicable standard of conduct set forth above. Such determination shall be made by the Board by majority vote of a quorum consisting of those members of the Board who were not parties to such action, suit or proceeding or, if such a quorum is not obtainable, such determination shall be made by written opinion of independent legal counsel and written approval by Board members entitled to vote thereon, if any.

To the extent that a member of the Board, manager, officer, employee, fiduciary or agent of the Association has been successful on the merits in defense of any action, suit or proceeding referred to above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including expert witness fees, attorney's fees and costs) actually and reasonably incurred by him or her in connection therewith.

The indemnification provided by these Articles shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members or disinterested members of the Board, or otherwise, nor by any rights which are granted pursuant to C.R.S. § 38-33.3-101, et seq., and the Colorado Revised Nonprofit Corporation Act.

The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Board, an officer, employee, fiduciary or agent of the Association, against any liability asserted against him or her and incurred by such individual in any such capacity or arising out of his or her status as such. Any indemnification shall be limited to the insurance proceeds provided by an insurer furnishing Directors and Officers Errors and Omissions insurance coverage or similar protection and any other insurance protecting the Association from liability because of the negligent acts of its servants, property damage, medical and other similar coverage, unless the Association fails to obtain and maintain such coverage, in which event, indemnification shall not be limited to insurance proceeds.

DISSOLUTION

In the event of dissolution of the Association, the assets of the Association shall be distributed in accordance with C.R.S. § 38-33.3-218.