

ARTICLES OF INCORPORATION

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

OF

BRIGHTON CROSSING MASTER ASSOCIATION, INC.

In compliance with the requirements of the Colorado Revised Nonprofit Corporation Act, Section 7-121-101 through 7-121-601, C.R.S., as amended, the undersigned, who is of full age, for the purpose of forming a nonprofit corporation and satisfying the execution requirements contained in Section 7-121-201(6) of the Colorado Revised Nonprofit Corporation Act, hereby certifies:

ARTICLE I

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SECRETARY OF STATE
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NAME

The name of the corporation is Brighton Crossing Master Association, Inc. ("Association").

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 9110 E. Nichols Ave., Suite 180, Englewood, Colorado 80112.

ARTICLE III

REGISTERED AGENT

Keith M. Pockross, whose address is 1200 17th Street, Suite 2400, Denver, Colorado, 80202 is hereby appointed the initial registered agent of this Association, and such address shall be the registered address of the Association.

ARTICLE IV

DURATION

The corporation shall have perpetual existence.

ARTICLE V

PURPOSES AND POWERS

This Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Units and Common Elements within the Brighton Crossing Subdivision, located in Adams County, Colorado (the "Property"), and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. For these purposes, the Association is authorized 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 Master Declaration for Brighton Crossing ("Declaration"), applicable to the Property, or a portion thereof, and recorded or to be recorded in the Office of the Clerk and Recorder of Adams County, Colorado, and 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 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;

(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, provided that no dedication and no conveyance, sale or transfer of all or substantially all of the assets of the Association shall be effective unless first approved in accordance with the requirements of the Declaration;

(d) borrow money and, in accordance with the requirements of the Declaration, mortgage, pledge, grant a deed in trust, or hypothecate any or all of its real or personal property, including the Association's income as security for money borrowed or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Areas 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 Areas for public utilities, roads and/or other purposes consistent with the intended use of the Common Areas and reasonably necessary or useful for the property maintenance or operation of the Project, provided that no such dedication, sale or transfer shall be effective without 67% Approval, and provided further that the granting of permits, licenses and easements as provided herein shall not be deemed a transfer within the meaning of this subsection (e);

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Areas;

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

(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 interest of Owners;

(j) enter into, make, perform, or enforce contracts of every kind and description, 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 By-Laws as may be necessary or desirable for the proper management of the affairs of this Association, provided, however, that such By-Laws 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 now or hereafter permitted under the Colorado Revised Nonprofit Corporation Act.

ARTICLE VI

MEMBERSHIP

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

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

ARTICLE VII

VOTING RIGHTS

Every Owner of a Unit shall be a Member of the Association and shall remain a Member for the period of his ownership of a Unit. Each Unit shall be entitled to one vote to be exercised by the owner or Owners thereof; provided that a Unit resulting from combining two Units shall have two votes. When more than one person holds an interest in the same Unit, all such Owners shall be Members and the vote for such Unit shall be cast as the Owners thereof agree, but in no event shall more than one vote be cast for each such Unit. If the Owners of a Unit do not agree as to the manner in which their votes should be cast when called upon to vote, then they shall be treated as having abstained.

Notwithstanding the foregoing provisions of this Article, during the period of Declarant's control as described in the Declaration, the Declarant has the right to appoint and remove all members of the Board of Directors and all officers of the Association, with such right phasing out as to some directors prior to such termination as provided in the Declaration.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three nor more than five Directors, except as provided in the By-Laws. Directors shall be Members which, in the case of Declarant, shall include the officers, directors and employees 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 to the By-Laws of the Association. The names and addresses of the initial Board of Directors are:

<u>Name</u>	<u>Address</u>
Thomas P. Morton	9110 E. Nichols Ave., Suite 180 Englewood, Colorado 80112
Carole Doderio	9110 E. Nichols Ave., Suite 180 Englewood, Colorado 80112
Jeffrey Hall	9110 E. Nichols Ave., Suite 180 Englewood, Colorado 80112

At the first annual meeting of the Association, one-half of the Directors (rounded up to the next whole number if there is an odd number of directors) will be elected for one-year terms, and the remaining Directors for a two-year term. At each annual meeting thereafter, the appropriate number of Directors shall be elected to serve two-year terms.

ARTICLE IX

OFFICERS

The Board of Directors of the Association will appoint a President, a Secretary, and a Treasurer, and may appoint one or more vice presidents and such other officers as the Board, in accordance with the provisions of the By-Laws, believes will be in the best interests of the Association. The officers shall have such duties as may be prescribed by the By-Laws of the Association, and shall serve at the pleasure of the Board of Directors. Notwithstanding the foregoing provisions of this Article, the Declarant shall have the right to appoint officers during the period of Declarant's control as described in the Declaration.

ARTICLE X

DIRECTOR'S LIABILITY

A Director of this Association shall not be liable to this Association or its Members for monetary damages for breach of his fiduciary duty as a Director.

ARTICLE XI

INDEMNIFICATION

The Association shall have the power to indemnify any Director against any liability asserted against or incurred by him in such capacity or arising out of his status as a Director to the maximum extent permitted by law. "Director," for purposes of this Article, shall mean any individual who is or was a Director of the Association and any individual who, while a Director of the Association, is or was serving at the Association's request as a member of any architectural control board or committee or other committee, as described above. The Association will pay for or reimburse the reasonable expenses (including attorney's fees) incurred by a Director who is a party to a proceeding in advance of final disposition to the maximum extent permitted by law. The Association shall have the power to indemnify and advance expenses to any officer, employee or agent who is not a Director as may be authorized by the Board of Directors (in their discretion) or when required by applicable law. The Association may purchase and maintain insurance on behalf of any individual who is or was a Director, officer, employee, fiduciary or agent of the Association, or who, while a Director, officer, employee, fiduciary or agent of the Association, is or was serving at the request of the Association as a Director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan against any liability asserted against or incurred by him in such a capacity or arising out of his status as such, whether or not the Association would have had the power to indemnify him against such liability under applicable law.

ARTICLE XII

VA OR FHA APPROVAL

During any period of Declarant's control when the Declarant has a special right to elect directors and officers, the following actions will require the prior approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of Urban Development, if they hold or guarantee any first mortgage: annexation of additional properties, mergers, consolidations, mortgaging of Common Areas, dedication of Common Areas, dissolution of the Association, and amendment of these Articles of Incorporation or the Declaration.

ARTICLE XIII

DISSOLUTION

Subject to the provisions of the Declaration requiring First Mortgagees to consent to certain matters, the Association may be dissolved by resolution of the Board of Directors approved by Members holding at least 80% of all votes in the Association. 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 is 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 purpose.

ARTICLE XIV
AMENDMENTS

Subject to the provisions of the Declaration requiring First Mortgagees to consent to certain matters, these Articles of Incorporation may be amended by resolution of the Board of Directors approved by a vote of the Members holding at least 67% of all votes in the Association; provided, however, that no amendment to these Articles shall be contrary to or inconsistent with any provision of the Declaration or the laws of the State of Colorado.

ARTICLE XV
MISCELLANEOUS

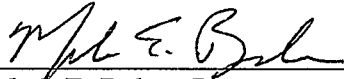
Except as to a change in the number of Directors made by amendment to the By-Laws, whenever a provision of the Articles of Incorporation is inconsistent with a by-law, the provision of the Articles of Incorporation shall be controlling. Whenever a provision of the Articles of Incorporation is inconsistent with the Declaration, the provisions of the Declaration shall be controlling.

ARTICLE XVI
INCORPORATOR

The name and address of the incorporator is:

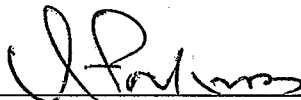
Mark E. Baker
Greenberg Traurig, LLP
1200 17th Street, Suite 2400
Denver, Colorado 80202

Dated this 18th day of December, 2002.



Mark E. Baker, Incorporator

Signature of Registered Agent:



Keith M. Pockross