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ARTICLES OF INCORPORATION
FOR
THE MARION HOMEOWNERS ASSOCIATION, INC.

(A Nonprofit Corporation)

The undersigned, being a natural person of the age of eighteen years or more, acting as incorporator of a nonprofit corporation under C.R.S. § 7-121-101, *et seq.* (Colorado Revised Nonprofit Corporation Act) states as follows:

ARTICLE 1--Name

The name of this corporation is THE MARION HOMEOWNERS ASSOCIATION, INC. ("Association").

ARTICLE 2--Terms

All capitalized terms shall have the meaning set forth in the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et seq.*, as amended (the "Act").

ARTICLE 3--Duration

The duration of the Association shall be perpetual.

ARTICLE 4--Nonprofit

The Association shall be a nonprofit corporation, without shares of stock. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members.

ARTICLE 5--Purposes and Powers of the Association

(A) To operate the condominium common interest community known as "The Marion," located in the City and County of Denver, State of Colorado, in accordance with the requirements for an association of unit owners charged with the administration of certain real and personal property pursuant to Act, including, without limiting the generality of the foregoing statement, the

performance of the 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 real and personal property and facilities, installations and appurtenances thereto within the Common Interest Community and, insofar as permitted by law, to do any other thing that, in the opinion of the Executive Board, will promote the common benefit and enjoyment of the residents of the Common Interest Community, and to preserve and enhance the value of such properties of the members.

(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 for The Marion, as the same may be amended from time to time (the "Declaration").

(iii) The preparation of estimates and budgets of the costs and expenses of rendering these services and the performance, or contracting or entering into agreements for this performance, as provided for in or contemplated by this subparagraph (iii); the apportionment of these estimated costs and expenses among the Owners; and the collection of these costs and expenses from the 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 Owners and from others, the property of the Association and the Common Elements of the Common Interest Community.

(iv) The promulgation and enforcement of any and all covenants, restrictions, rules and regulations and agreements applicable to the Common Interest Community.

(B) To perform or cause 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.

(C) To engage or retain a manager or managing agent, legal counsel, auditors, accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities described in these Articles of Incorporation.

(D) To do and perform, or cause to be performed, 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.

(E) To promote the health, safety, welfare and common benefit of the residents of the Common Interest Community.

(F) To do any and all permitted acts, and to have and to exercise any and all powers, rights and privileges which are granted to a Common Interest Community under the Act, the Declaration, the Bylaws of the Association, and the State of Colorado.

(G) To suspend voting and membership rights for violation of provisions of the Declaration or other Governing Documents upon written notice to the member/Owner which notice and procedure is acknowledged by all member/Owners to be fair and reasonable.

(H) To eliminate or limit liability of members of the Executive Board, committees and officers to the greatest extent allowed by applicable Colorado law, and as more particularly provided in the Bylaws of the Association.

(I) To do any and all permitted acts, and to have and to exercise 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.

ARTICLE 6--Membership Rights and Qualifications

Any person who holds title to a Unit in the Common Interest Community shall be a member of the Association. There shall be one membership for each Unit owned within the Common Interest Community, which membership shall be automatically transferred upon the conveyance of that Unit. The vote to which each membership is entitled is the number of votes assigned to the Unit in the Declaration of the Common Interest Community and shall be cast in accordance with the Bylaws of the Association.

ARTICLE 7--Principal Place of Business

The Executive Board shall designate the principal place of business of the Association from time to time. The initial principal place of business shall be c/o 1151 Marion Street, LLC, whose address is: 5011 West Wagontrail Drive, Littleton, Colorado 80123, Attn: Mr. Dave Thyfault.

ARTICLE 8--Agent for Service

The initial registered agent of the Association shall be Lynn S. Jordan at the registered address of 700 17th Street, Suite 1600, Denver, Colorado 80202.

Why?
Adam?

Cost?

X

ARTICLE 9--Executive Board

The initial Executive Board shall consist of three persons. This number may be changed by a duly adopted amendment to the Bylaws to any odd number, except that in no event may the number of members of the Executive Board be less than three. The names and addresses of the persons who shall serve as members of the Executive Board until their successors shall be elected and qualified are as follows:

DIRECTOR

ADDRESS

Dave Thyfault

5011 West Wagontrail Drive
Littleton, Colorado 80123

member Patricia Thyfault

Same

member D Adam Thyfault

*Just moved
need new
address*

The Declarant of the Common Interest Community shall have additional rights and qualifications as provided under the Act and the Declaration, including the right to appoint members of the Executive Board during the Period of Declarant Control.

ARTICLE 10--Amendment

Amendment of these Articles shall require the assent of the Executive Board and sixty-seven percent (67%) of the Voting Interests (casting a vote in person, by proxy, or by written ballot) at a meeting at which a quorum is present.

ARTICLE 11--Dissolution

In the event of the dissolution of this Association as a corporation, either voluntarily or involuntarily by the members hereof, by operation of law or otherwise, then the assets of the Association shall be deemed to be owned by the members at the date of dissolution, as a part of their Unit, in proportion to their allocated interests, unless otherwise agreed or provided by law. Dissolution of all assets of the Association shall be in accordance with the Act.

ARTICLE 12--Interpretation

Express reference is hereby made to the terms and provisions of the Declaration, which shall be referred to when necessary to interpret, construe or clarify the provisions of these Articles. In the event of conflict, the terms of the Declaration shall control over these Articles of

*Declaration
Articles
Bylaws*

Incorporation. In the event of a conflict between the Association's Bylaws and these Articles, these Articles shall control.

ARTICLE 13--Incorporator

The name and address of the incorporator is as follows:

Lynn S. Jordan
700 17th Street, Suite 1600
Denver, Colorado 80202

IN WITNESS WHEREOF, the undersigned has signed these Articles this _____ day of _____, 2005.

Lynn S. Jordan, as Registered Agent and Incorporator