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COLORADO SECRETARY OF STATE

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ARTICLES OF INCORPORATION
OF
HAMLET AT FOUNTAIN GREENS ASSOCIATION, INC.
(A NONPROFIT CORPORATION)

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

1. Name. The entity name of the nonprofit corporation is: HAMLET AT FOUNTAIN GREENS ASSOCIATION, INC., hereafter called the "Association."

2. Principal Office. The address of the initial principal office of the Association is c/o Fountain Greens, LLC, 1655 Walnut Street, Suite 300, Boulder, CO 80302, Attention: Donald J. Humphrey

3. Registered Agent. Donald J. Humphrey, whose address is 1655 Walnut Street, Suite 300, Boulder, CO 80302, is hereby appointed the initial registered agent of this Association, and such address shall be the registered address of this Association.

4. 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, preservation and architectural control of certain property and Improvements within the property described on Exhibit A to the Declaration (as hereinafter defined), and any additions thereto as may hereafter be brought within the jurisdiction of this Association (hereinafter called the "Community"), and to promote the health, safety and welfare of the residents within the Community, and for the following purposes 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 Declaration of Covenants, Conditions and Restrictions of Hamlet at Fountain Greens Association, Inc., hereinafter called the "Declaration," applicable to the Community and recorded or to be recorded in the Office of the Clerk and Recorder of the County of Mesa, Colorado, as the same may be amended and supplemented from time to time, 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. adopt and amend budgets for revenues, expenditures, and reserves, and 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

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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, encumber, maintain, convey, sell, lease, transfer or otherwise dispose of real or personal property, in its own name, in connection with the affairs of the Association; provided, however, that portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association only if Persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Units not owned by a Declarant, and only if all Owners of each Unit to which is allocated the right to use any Limited Common Element that would be conveyed or subjected to a Security Interest, agree to that action;

d. borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its personal property as security for money borrowed or debts incurred; provided, however, that portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association only if Persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Units not owned by a Declarant, and only if all Owners of each Unit to which is allocated the right to use any Limited Common Element that would be conveyed or subjected to a Security Interest, agree to that action;

e. Hire and terminate managing agents and other employees, agents, and independent contractors;

f. institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Community;

g. impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments;

h. provide for the indemnification of its officers and the members of its Board of Directors, and maintain directors' and officers' liability insurance;

i. participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes; provided that any merger or consolidation, other than as may be done by Declarant as a Special Declarant Right, shall have the assent of the Owners of Units to which at least two-thirds (2/3) of the votes in the Association are allocated;

j. manage, control, operate, maintain, repair and improve the Common Elements and other property as provided in the Declaration;

k. enforce covenants, restrictions, and conditions affecting any property to the extent this Association may be authorized to do so under the Declaration;

l. engage in activities which will actively foster, promote and advance the common interests of Owners;

m. enter into, make, perform, or enforce contracts, licenses, leases and agreements of every kind and description, incur liabilities, 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; provided, however, that the foregoing rights with respect to contracts and leases shall be subject to the express limitations, if any, contained in the Act;

n. promulgate, adopt, alter, amend, repeal, and publish Association Bylaws and rules and regulations, as may be necessary or desirable for the proper management of the affairs of this Association; provided, however, that such Association Bylaws and rules and regulations shall not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Declaration;

o. have and exercise any and all powers, rights and privileges which a corporation organized under the Colorado Revised Nonprofit Corporation Act by law may now or hereafter have or exercise;

p. regulate the use, maintenance, repair, replacement and modification of Common Elements;

q. cause additional improvements to be made as part of the Common Elements,

r. impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements;

s. exercise any powers enumerated in the Bylaws of the Association and exercise any other powers necessary and proper for the governance and operation of the Association.

The Board of Directors may not act on behalf of the Association to amend the Declaration, to terminate this Community or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of members of the Board of Directors, but the Board may fill vacancies in its membership for the unexpired portion of any term.

5. Membership. The Owners of each Unit which is now or hereafter subject to assessment as provided in the Declaration, including contract sellers, shall be a Member of the Association. Following termination of the Community, the membership shall consist of all former Owners entitled to distribution of proceeds under the Act or their heirs, personal representatives, successors or assigns. 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 shall occur automatically upon the transfer of title to the Unit to which the membership pertains. The Association may suspend the voting rights of a Member for a period not to exceed sixty (60) days for any infraction of its published rules and regulations or the Association Bylaws, or for any period during which any assessment against such Owner's Unit remains unpaid. All Members shall be entitled to vote on all matters except any Members who are in default in any obligations to the Association. Cumulative voting is prohibited.

6. Voting Rights. The Association shall have one class of voting membership. Each Owner shall be entitled to one (1) vote for each Unit owned, except that no votes allocated to a Unit owned by the Association may be cast. The total number of votes which may be cast in connection with any matter shall be equal to the total number of Units then existing within the Community. Except as otherwise provided in this Article, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and directors and may remove all officers and directors of the Board of Directors appointed by it. A Declarant may voluntarily surrender the right to appoint and remove officers and directors of the Board of Directors before termination of the Period of Declarant Control; but, in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective. No later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that May Be Created to Owners other than a Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board of Directors must be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that May Be Created to Owners other than a Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board of Directors must be elected by Owners other than the Declarant.

Not later than the termination of the Period of Declarant Control, the Owners shall elect the Board of Directors, at least a majority of whom must be Owners other than the Declarant or designated representatives of Owners other than the Declarant. The Board of Directors shall elect the officers. The members of the Board of Directors and officers so elected shall take office upon election.

7. Board of Directors. The affairs of this Association shall be managed by a Board of Directors of three (3) directors. Directors shall be Members which, in the case of Declarant, may include any member of Declarant and any director, officer, employee or authorized agent of Declarant or any member of Declarant and, in the case of corporate Members, may include the officers and directors of each such corporate Member. The number of members of the Board 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>
Anthony G. Bottagaro	P. O. Box 79 Boulder, CO 80306

Donald J. Humphrey

1655 Walnut Street, Suite 300
Boulder, CO 80302

Daniel G. Coborn

1445 E. Highway 23
St. Cloud, MN 56304

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

8. Dissolution. The Association may be dissolved with the assent given in writing and signed by the Owners with not less than two-thirds (2/3) of the votes allocated to Units not then owned by Declarant, and by the Declarant with not less than two-thirds (2/3) of the votes allocated to Units then owned by the Declarant. 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.

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

10. Incorporator. The name of the incorporator is Donald J. Humphrey; and his address is c/o Martin & Mehaffy, LLC, 1655 Walnut Street, Suite 300, Boulder, CO 80302.

11. Duration. The Association shall exist perpetually.

12. Limited Liability of Directors and Officers. There shall be no personal liability, either direct or indirect, of any director or officer of the Association to the Association or its Members, for monetary damages for any breach(es) of fiduciary duty as a director or officer; except that this provision shall not eliminate the liability of a director or officer, to the Association or its Members, for monetary damages for any breach, act, omission or transaction as to which the Colorado Revised Nonprofit Corporation Act (as in effect from time to time) expressly prohibits the elimination of liability. This provision is effective on the date of incorporation of the Association, and shall not eliminate or limit the liability of a director or officer to the Association or to its Members for monetary damages for any act or omission occurring prior to such date. However, this provision shall not limit the rights of directors or officers of the Association for indemnification or other assistance from the Association. Also, this provision shall not restrict or otherwise diminish the provisions of Section 13-21-116(2)(b), Colorado Revised Statutes, as amended, or any other law that would limit or eliminate liabilities. Any repeal or modification of the foregoing provisions of this Article by the Members, or any repeal or modification of the provisions of the Colorado Revised Nonprofit Corporation Act which permits the limitation or elimination of liability of directors or officers, shall

not adversely affect any elimination of liability, or any right or protection, for any breach, act, omission or transaction that occurred prior to the time of such repeal or modification.

13. Amendments. Amendment of these Articles shall require the assent of Owners holding a majority of a quorum of the votes 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.

14. HUD/VA Approval. During the Period of Declarant Control, the following actions will require the prior approval of HUD or VA if, at the time any such action is taken, HUD has insurance or VA has guarantee(s) on one or more First Security Interests: mergers and consolidations, dissolution and amendment of these Articles.

15. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: Donald J. Humphrey, 1655 Walnut Street, Suite 300, Boulder, CO 80302.

The Colorado Secretary of State may contact the following authorized person regarding this document: Donald J. Humphrey, 1655 Walnut Street, Suite 300, Boulder, CO 80302; Telephone: 303-442-3375; Fax: 303-444-8398; and e-mail: djhumphrey@mmlc.com