

AMENDED AND RESTATED

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AMENDED AND RESTATED  
ARTICLES OF INCORPORATION OF  
SOUTHBRIDGE 7 HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of the Colorado Revised Nonprofit Corporation Act, Articles 121 to 137, C.R.S. 1998, as amended, the undersigned certifies as follows:

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\$ 60.00  
SECRETARY OF STATE  
07-12-2002 14:44:36

ARTICLE I

NAME

The name of the corporation is **SOUTHBRIDGE 7 HOMEOWNERS ASSOCIATION, INC.**, hereafter called the "Association."

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 7931 S. Broadway, #309, Littleton, Colorado 80122-2710. ✓

ARTICLE III

REGISTERED AGENT/REGISTERED ADDRESS

The firm of Orten & Hindman, P.C., whose address is 11901 W. 48<sup>th</sup> Avenue, Wheat Ridge, Colorado 80033-2166, is hereby appointed the 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, preservation and architectural control of the Lots and Common Area, within that certain tract of property described in Exhibit A attached hereto and incorporated herein by reference and any additions thereto as may hereafter be brought within the jurisdiction of this Association (hereinafter called the "Properties"), and to promote the health, safety, and welfare of the residents within the Properties 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 Amended and Restated Declaration of Covenants, Conditions and Restrictions of Southbridge 7 Homeowners Association, Inc., hereinafter called the "Declaration," applicable to the Properties and recorded or to be recorded in

the Office of the Clerk and Recorder of the County of Arapahoe, 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 by any lawful means, all charges or 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 conveyance, sale, transfer, or dedication, subject to subsection (e) of this Article IV, shall be effective unless approved by two-thirds (2/3) of the Members;
- (d) borrow money, and with the assent of two-thirds (2/3) of a quorum of the Members, 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 Area 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 Area for public utilities, roads and/or other purposes reasonable necessary or useful for the proper maintenance or operation of the Properties or the Association, provided that no such dedication, sale, or transfer shall be effective unless first approved by two-thirds (2/3) of the Members; 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 consolidation with other nonprofit corporations organized for the same purposes, provided that any merger or consolidation shall have the assent of two-thirds (2/3) of the Members;
- (g) manage, control, operate, maintain, repair, and improve the Common area;
- (h) enforce covenants, restrictions, and conditions affecting any property to the extent this Corporation 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 contracts, agreements, licenses, leases, easements and/or rights-of-way as more fully provided in Article II, Section 2(f) 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 shall not be inconsistent with or contrary to any provisions of these Amended and Restated Articles of Incorporation or the Declaration;
- (l) 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;
- (m) to the extent that such property or areas are not located on Lots, maintain the sidewalks, parking areas and the area from the property line to the gutter adjoining any building, property or vacant lot, in a clean and weed-free condition and remove snow and ice from adjoining sidewalks within a reasonable time after every snow fall; and
- (n) to eliminate or limit the personal liability of directors and any person serving, without compensation, at the request of the Association, to the Association or to the Members for monetary damages for breach of fiduciary duty, as allowed by law.

## ARTICLE V

### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is now or hereafter subject to assessment as provided in 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 a Lot that is subject to assessment by the Association.

A transfer of membership, including all rights of an Owner with respect to the Common Area, shall occur automatically upon the transfer of title to the Lot to which the membership pertains. The Association may suspend the voting rights and the right of a Member to use any recreational facilities within the Common Area, if any, for a period not to exceed sixty (60) days for any infraction of published rules and regulations or the Bylaws of the Association, or for any period during which any assessment against such Owner's Lot 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.

## ARTICLE VI

### VOTING RIGHTS

The voting membership of the Association shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Lot. ✓

## ARTICLE VII

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors. Directors shall be Members in good standing with the Association. The number of directors may be changed by amendment of the Bylaws of the Association.

At each annual meeting of the Association, the Members shall elect the same number of directors as there are directors whose terms are expiring at the time of each election, for terms of two (2) years.

## ARTICLE VIII

### DISSOLUTION

In the event of the dissolution of the Association as a corporation, either voluntarily or involuntarily by the Members, 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 Lots as provided by the Declaration. ✓

## ARTICLE IX

### 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 of the corporation and shall serve at the pleasure of the Board of Directors.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Subject to Article X of the Declaration, amendment of these Articles shall require the assent of a majority of a quorum of the Members 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.

IN WITNESS WHEREOF, under the laws of the State of Colorado, the undersigned, the registered agent of this Association, has executed these Amended and Restated Articles of Incorporation this 10<sup>th</sup> day of July, 2002.

[Signature]  
[NAME]  
Orten & Hindman, P.C.  
11901 W. 48<sup>th</sup> Avenue  
Wheat Ridge, Colorado 80033-2166

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2002, by Candace D. Cavanagh.

WITNESS my hand and official seal.

My commission expires: My Commission Expires 11/12/2005

(SEAL) CAROLE ZARRELLA  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 11/12/2005

[Signature]  
Notary Public

EXHIBIT A  
TO  
AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
SOUTHBRIDGE 7 HOMEOWNERS ASSOCIATION, INC.

SOUTHBRIDGE SUBDIVISION FILING No. 7 PHASE 1:

A TRACT OF LAND BEING PART OF SOUTHBRIDGE SUBDIVISION FILING NO. 7, A PART OF THE NW 1/4 OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6th P.M. CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER OF SAID SECTION 34; WHENCE N 00°00'27" E, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 34 A DISTANCE OF 1030.90 FEET TO A POINT ON THE RIGHT OF WAY LINE OF WEST JAMISON AVENUE EXTENDED; THENCE S 89°51'08" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1213.42 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHBRIDGE SUBDIVISION FILING NO. 7; THENCE CONTINUING S 89°51'08" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 943.26 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 554.9 FEET THROUGH A CENTRAL ANGLE OF 15°00'00"; THENCE ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 145.27 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 215.00 FEET THROUGH A CENTRAL ANGLE OF 6°18'19"; THENCE ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 23.66 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, SAID POINT BEING A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET THROUGH A CENTRAL ANGLE OF 103°20'33"; THENCE ALONG THE EAST RIGHT OF WAY LINE OF WEST JAMISON CIRCLE AND THE ARC OF SAID CURVE A DISTANCE OF 36.07 FEET; THENCE N 34°30'00" E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 32.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425 FEET THROUGH A CENTRAL ANGLE OF 49°27'18"; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 366.84 FEET; THENCE N 83°57'23" E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 48.25 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET THROUGH A CENTRAL ANGLE OF 36°31'08"; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 175.28 FEET; THENCE N 45°08'52" W A DISTANCE OF 406.37 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF SAID SOUTHBRIDGE SUBDIVISION FILING NO. 7; THENCE S 44°51'08" W ALONG SAID NORTHWESTERLY BOUNDARY LINE A DISTANCE OF 260.94 FEET; THENCE S 40°13'16" E A DISTANCE OF 208.84 FEET TO A POINT ON A CURVE TO THE LEFT AND THE WEST RIGHT OF WAY LINE OF WEST JAMISON CIRCLE FROM WHENCE THE RADIUS POINT OF SAID CURVE BEARS S 21°51'39" E, SAID CURVE HAVING A

Amended and Restated Articles of Incorporation  
Southbridge 7 Homeowners Association, Inc.

RADIUS OF 475 FEET THROUGH A CENTRAL ANGLE OF 33°37'21"; THENCE ALONG SAID WEST RIGHT OF WAY LINE, AND THE ARC OF SAID CURVE A DISTANCE OF 278.74 FEET; THENCE S 34°30'00" W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 32.93 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET, THROUGH A CENTRAL ANGLE OF 103°20'33"; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 36.07 FEET TO THE NORTH RIGHT OF WAY LINE OF WEST JAMISON AVENUE, BEING A POINT ON A CURVE FROM WHENCE THE RADIUS POINT OF SAID CURVE BEARS N 47°50'33" E, SAID CURVE HAVING A RADIUS OF 215.00 FEET THROUGH A CENTRAL ANGLE OF 26°41'11" THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.14 FEET TO THE TRUE POINT OF BEGINNING.

Return to:

ORTEN & HINDMAN, P.C.  
ATTORNEYS AT LAW  
11901 W. 43th AVE.  
WHEAT RIDGE, CO 80033-2166