

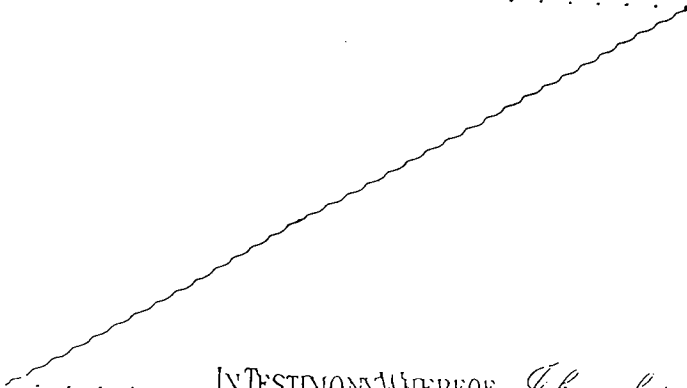
OFFICE OF THE SECRETARY OF STATE

UNITED STATES OF AMERICA } ss. CERTIFICATE
STATE OF COLORADO.

I, Byron A. Anderson, Secretary of State of the State of Colorado, do hereby certify that the annexed is a full, true and complete copy of Articles of Incorporation of

GREENWAY PARK HOMEOWNERS ASSOCIATION (a nonprofit corporation)

filed in this office on the Twenty-Fourth day of May A. D. 1972 and admitted to record.



IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of the State of Colorado, at the City of Denver, this Twenty-Fifth day of May A. D. 1972

Byron A. Anderson SECRETARY OF STATE
Genevieve J. Cooney

ARTICLES OF INCORPORATION  
OF  
GREENWAY PARK HOMEOWNERS ASSOCIATION

In compliance with the laws of the State of Colorado, the undersigned, all of whom are residents of the State of Colorado and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

Name

The name of the corporation is Greenway Park Homeowners Association, hereafter called the "Association".

ARTICLE II

Principal Office-- Registered Office

The principal office of the Association, which office is also the registered office of the Association, is located at 6700 West 120th Avenue, Post Office Box 388, Broomfield, Jefferson County, Colorado 80020.

ARTICLE III

Registered Agent

Walter Kirch, whose address is 6700 West 120th Avenue, Post Office Box 388, Broomfield, Jefferson County, Colorado 80020, is hereby appointed the initial registered agent 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 residence Lots and Common Area within that certain tract of property described as:

Lots 1 - 94, inclusive; Outlot "C"; and all areas designated "G" which abut said Lots 1 - 94 and which are situate north of Lot 153 to the southwest corner of Outlot "D"; all in Greenway Park, a subdivision of the City of Broomfield, according to the recorded plat thereof.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk and Recorder, Jefferson 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; and,

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to 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; and,

(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; and,

(d) borrow money, and with the assent of two-thirds (2/3) of each class of 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; and,

(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. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer; and

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, except that additional land within Greenway Park, a subdivision of the City of Broomfield, according to the recorded plat thereof, may be annexed to the properties by the Declarant without the consent of the members within five years of the date of this instrument provided that the FHA and the VA determine that the

(g) take such action as is reasonably necessary to protect the property of the Association against foreclosure; and,

(h) none of the corporate property shall be conveyed or encumbered unless such conveyance or encumbrance is first approved in accordance with the provisions of this Certificate or the above referred to Declaration, and any such conveyance or encumbrance shall be by document signed by either the President or by the Vice President and attested to by the Secretary or by the Treasurer of the corporation; and,

(i) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Colorado by law may now or hereafter have or exercise.

## ARTICLE V

### Membership

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

## ARTICLE VI

### Voting Rights

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant 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. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or January 1, 1978, whichever occurs first.

## ARTICLE VII

### Board of Directors

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws 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:

Martin T. Hart

303 Vine  
Denver, Colorado 80206

Eric Berg

6700 West 120th Avenue  
Broomfield, Colorado 80020

Walter Kirch

P. O. Box 181  
Broomfield, Colorado 80020

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years. The nomination and election of Directors shall be as provided for in the By-Laws of the Association.

#### ARTICLE VIII

##### Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. 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 non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE IX

##### Duration

The corporation shall exist perpetually.

#### ARTICLE X

##### Amendments



242637

ARTICLES OF INCORPORATION

Greenway Park Homeowners Association

DOMESTIC  
NOT FOR PROFIT

Filed in the office of the Secretary of  
State, of the State of Colorado, on the

24th day of May A. D. 1972

BYRON A. ANDERSON  
Secretary of State

Filing Clerk Sunahara Fees \$10.

Old Age Pension Fund \_\_\_\_\_



RECORDERS' FEES 12.00, 2.00  
MAR 10 1975 10:47 AM  
1037810

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M. 6-9-5063  
Reception No. 625063

1975 MAR 10 AM  
Recorder's Stamp 2709

THIS DEED, Made this 6th day of March  
19 75, between

GREENWAY PARK, INC.

a corporation duly organized and existing under and by virtue of the laws  
of the State of Colorado, of the first part, and  
GREENWAY PARK HOMEOWNERS ASSOCIATION, a non-  
profit

a corporation duly organized and existing under and by virtue of the laws  
of the State of Colorado, of the second part.

WITNESS, That the said party of the first part, for and in consideration of the sum of  
Ten Dollars and other good and valuable consideration, (Consideration less than One Hundred Dollars)

to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby  
confessed and acknowledged, hath remise, released, sold, conveyed and QUIT CLAIMED, and by these presents doth  
remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its successors and assigns  
forever, all the right, title, interest, claim and demand which the said party of the first part hath in and to the  
following described situate, lying and being in the County of Jefferson  
and State of Colorado, to-wit:

The following described property in Greenway Park, a subdivision of  
a part of the City of Broomfield, according to the recorded plat  
thereof, to-wit:

- (1) All areas or parcels designated "G" on the said plat of  
Greenway Park.
- (2) Outlots "B" and "C".
- (3) Outlot "E", reserving, however, unto the grantor, its successors  
and assigns, an easement over, under and across the South 250  
feet of said Outlot "E" for the purpose of the construction,  
maintenance and repair of storm water detention facilities and  
appurtenances thereto.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto  
belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the  
said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the  
second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto  
subscribed by its President, and its corporate seal to be hereunto affixed, attested by its  
Secretary, the day and year first above written.

Attest:  
*Gertrude L. Fike*  
Secretary

GREENWAY PARK, INC.  
By *Martin T. Hart*  
President

STATE OF COLORADO,  
County of Poulder  
The foregoing instrument was acknowledged before me this 6th day of March  
19 75, by Martin T. Hart, President and  
Gertrude L. Fike, Secretary of  
Greenway Park, Inc., a corporation.

My commission expires  
Witness my hand and official seal.  
Notary Public  
July 7, 1975



RIGHT-OF-WAY EASEMENT  
(CORPORATE PROPERTY)

The Under-signed Grantor (and each and all of them if more than one) for and in consideration of One Hundred dollars (\$ 100.00 ) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit: A STRIP OF LAND TEN (10) FEET IN WIDTH DESCRIBED AS FOLLOWS: THE EAST TEN (10) FEET OF THE SOUTH 885 FEET OF THE NORTHWEST ONE-QUARTER (NW $\frac{1}{4}$ ) OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,

situate in County of JEFFERSON, State of COLORADO  
TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this \_\_\_\_\_ day of October, A. D. 1976.

ATTEST: \_\_\_\_\_  
(Landowner) Greenway Park Homeowners Association, Inc. (Grantor)  
(Official name of Company or Corporation)

\_\_\_\_\_  
Secretary (Seal)

By [Signature] \_\_\_\_\_ (Seal)  
President

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October, 1976, by James H. Morrison, Jr. President, and Diane Moreland, Secretary of Greenway Park Homeowners Association, Inc. Corporation.

WITNESS my hand and official seal.  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

S. T. & T. CO. NUMBER					REMARKS:	SPACE RESERVED FOR RECORDER'S CERTIFICATE
QUARTER SECTION	NW				GREENWAY PARK HOME-OWNERS ASSOC.	
SECTION	1					
TOWNSHIP	2 S				JOB 234,000 45CR NUMBER C-6-0832	
RANGE	69 W				MAIL TO: MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO.	
PRINCIPAL	SIXTH					



