OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Jena Griswold , as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Incorporation

with Document # 19931078938 of

STAR POINT CONDOMINIUM ASSOCIATION, INC.

Colorado Nonprofit Corporation

(Entity ID # 19931078938)

consisting of 11 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/16/2020 that have been posted, and by documents delivered to this office electronically through 07/17/2020@ 10:59:15.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/17/2020 @ 10:59:15 in accordance with applicable law. This certificate is assigned Confirmation Number 12472203 .

Secretary of State of the State of Colorado

**********End of Certificate**********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

NONPROFIT

ARTICLES OF INCORPORATION
OF
STAR POINT CONDOMINIUM ASSOCIATION, INC.

931078938 $50.00
SOS 08-02-93 08:30

In compliance with the requirements of the Colorado Nonprofit Corporation Act, Section 7-20-101 through 7-29-106, C.R.S. 1973, as amended, the undersigned, who is of full age, for the purpose of forming a non-profit corporation hereby certifies:

ARTICLE I

NAME

The name of the corporation is STAR POINT CONDOMINIUM ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 8868 Federal Boulevard, Suite 19A, Denver, Colorado 80221.

ARTICLE III

REGISTERED AGENT

Newton Thorne, whose address is 8868 Federal Boulevard, Suite 19A, Denver, Colorado 80221, is hereby appointed the initial registered agent of this Association, and such address shall be the registered address of this Association.

COMPUTER UPDATE COMPLETE
JM

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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 Condominium Units and Common Elements within that certain tract of land described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), and any property subsequently annexed to 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 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 Condominium Declaration for Star Point Condominiums, hereinafter called the "Declaration," applicable to the Property, or a portion thereof, and recorded in the Office of the Clerk and Recorder of the County of Adams, Colorado on August 29, 1983 in Book 2784 at Page 174, 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 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 by two-thirds (2/3) of each class of Members, as hereinafter described, and by all First Mortgagees of Condominium Units;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of Members and all First Mortgagees of Condominium Units, 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 Elements 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 Elements for public utilities, roads and/or other purposes consistent with the intended use of the Common Elements and reasonably necessary or useful for the proper maintenance or operation of the Project, provided that no such dedication, sale, or transfer shall be effective unless first approved by two-thirds (2/3) of each class of Members and by all First Mortgagees of Condominium Units, 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 non-profit corporations organized for the same purposes or annex additional residential property and Common Elements, subject to the prior written approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of Housing and Urban Development;

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

(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 interests of Owners;

(j) enter into, make, perform, or enforce contracts of every kind and description, including, but not limited to, the granting of Voluntary Memberships for and in consideration of the payment of membership fees for each Voluntary Membership in an amount to be established from time to time by the Board of Directors of the Association in its sole discretion, and upon such other terms and conditions, and subject to such rules and regulations, as established from time to time by said Board of Directors in its sole discretion, 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 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 which a corporation organized under the Colorado Nonprofit Corporation Act 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 Condominium unit which is now or hereafter subject by the Declaration to assessment, 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 Condominium Unit which is subject to assessment by the Association.

A transfer of membership, including all rights of an Owner with respect to the Common Elements, shall occur automatically upon the transfer of title to the Condominium 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 Condominium Unit remains unpaid, and, for any period not to exceed sixty (60) days, for 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 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 Condominium Unit owned. When more than one person holds an interest in the same Condominium Unit all such Owners shall be members and the vote for such Condominium Unit shall be cast as the Owners thereof agree, but in no event shall more than one vote per question be cast with respect to such Condominium Unit. If the Owners of such Condominium Unit do not agree as to the manner in which their vote should be cast when called upon to vote, then they shall be treated as having abstained.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Condominium Unit owned which is neither leased, nor rented, nor otherwise occupied as a residence. Leasing, renting or allowing entry for residential occupancy shall terminate the Declarant's weighted voting

advantage in relation to any Condominium Unit so leased, rented or occupied as a residence, and shall limit Declarant in relation to any such Condominium Unit to the same voting rights as a Class A member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1990.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors. 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 increased by amendment of the Bylaws of the Association. The names and addresses of the initial Board of Directors are:

NAME	ADDRESS
Jerry Rosendale, President	8701 North Huron Building 4, Unit 214 Thornton, CO 80221

Dennis Thacker	8701 North Huron Building 9, Unit 208 Thornton, CO 80221
Gary Harris, Vice President	8701 North Huron Building 5, Unit 104 Thornton, CO 80221
Jo Billerbeck, Secretary	8701 North Huron Building 7, Unit 207 Thornton, CO 80221
Richard Wollums, Treasurer	8701 North Huron Building 6, Unit 209 Thornton, CO 80221

At the first annual meeting of the Association, the Members shall elect two directors for one-year terms, and remaining director for a two-year term. At each annual meeting thereafter the Members shall elect the appropriate number of Directors to serve a two-year term.

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 the dissolution of the Corporation, the distribution of assets shall be in accordance with Section 7-26-120(2), C.R.S., which states as follows:

> Notwithstanding any provision of articles 20 to 29 of this title to the contrary, after dissolution, title to any corporate property not distributed or disposed of in the dissolution shall remain in the corporation. The majority of the surviving members of the

last acting board of directors as name din the files of the secretary of state pertaining to such corporation shall have full power and authority to sue and be sued in the corporate name and to hold, convey, and transfer such corporate property, and, for purposes of suit against the corporation, each such director shall be deemed an agent for process. Final disposition of such property shall be made by the majority of the surviving directors in the manner provided in section 7-26-103. Upon the death of the last survivor of said directors, any remaining property shall be disposed of in the manner provided by section 38-34-104, C.R.S., as if the last surviving director were the last surviving trustee of an express trust.

ARTICLE IX

OFFICERS

The Board of Directors of the Association may appoint a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officer as the Board, in accordance with the provisions of the Bylaws, believes will be in the best interests of the Association. The officers shall have such duties as may be prescribed by the Bylaws of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

AMENDMENTS

Amendment of these Articles shall require the assent of three-fourths (3/4) of the entire membership, provided, however, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration.

ARTICLE XII

VA OR FHA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Veterans Administration or the Federal Housing Administration of the U.S. Department of Housing and Urban Development: annexation of additional properties, mergers and consolidations, mortgaging of Common Elements, dedication of Common Elements, dissolution and amendment of these Articles of Incorporation.

ARTICLE XIII

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.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Colorado, the undersigned, constituting the incorporator of this

Association, has executed these Articles of Incorporation this 27th day of April, 1993.

Jerry Rosendale Pres.
Jerry Rosendale

Address of Incorporator:

Orten & Hindman, P.C.
1125 17th Street, Suite 2310
Denver, Colorado 80202

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of April, 1993, by Jerry Rosendale, as President of Star Point Condominium Association.

WITNESS my hand and official seal.

My commission expires: 4/20/97

Delaine T. Watts
Notary Public