

Cherry Creek Vista  
Homeowners Association

June, 2009

The following pages were retyped from copies of the original documents. The original documents are available through the Arapahoe County, Colorado, Clerk & Records office by referencing the individual document numbers.

**ARTICLES OF INCORPORATION**

ARTICLES OF INCORPORATION

OF

CHERRY CREEK VISTA HOMEOWNERS ASSOCIATION, a Non-Profit Corporation

In compliance with the requirements of C. R. S., 1963, 31-19-1 et seq., the undersigned, all of which are residents of the City and County of Denver, 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

The name of the corporation shall be CHERRY CREEK VISTA HOMEOWNERS ASSOCIATION, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 3605 South Tamarac Street, Denver, Colorado 80237.

ARTICLE III

JON M. ZALL, whose address is 1570 Denver Club Building, Denver, Colorado 80202, 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 the maintenance, preservation and architectural control of the residents Lots and Common Area within that certain tract of property described as:

A part of the SW1/4, Section 14, Township 5 South, Range 67 West of the 6<sup>th</sup> Principal Meridian, County of Arapahoe, State of Colorado, described as follows:

Beginning at a point on the West line of said Section 14 a distance of 328.56 feet North of the Southwest corner of said Section 14; thence continuing North along said West line 1141.44 feet; thence Easterly on a deflection angle of 90° to the

right 370.00 feet; thence Northerly on a deflection angle of  $93^{\circ} 28' 06''$  to the left 330.61 feet; thence Northeasterly on a deflection angle of  $34^{\circ} 54' 31''$  to the right 84.04 feet; thence Northwesterly on a deflection angle of  $90^{\circ}$  to the left 21.26 feet; thence Northeasterly on a deflection angle of  $90^{\circ}$  to the right 170.00 feet; thence Southeasterly on a deflection angle  $90^{\circ}$  to the right 768.46 feet; thence on a deflection angle of  $30^{\circ} 41' 32''$  to the right 132.24 feet; thence Northeasterly on a deflection angle of  $106^{\circ} 25' 17''$  to the left 134.01 feet; thence on a deflection angle of  $90^{\circ}$  to the right and along a curve to the left with a radius of 45.00 feet and a central angle of  $185^{\circ} 06' 38''$  an arc distance of 145.39 feet; thence on a radial of the aforesaid curve 93.30 feet; thence Easterly on a deflection angle of  $49^{\circ} 23' 58''$  to the right 174.13 feet; thence Southeasterly on a deflection angle of  $43^{\circ} 42' 11''$  to the right 54.80 feet; thence on a deflection angle of  $24^{\circ} 55' 32''$  to the left 113.57 feet; thence Southwesterly on a deflection angle of  $86^{\circ} 21' 04''$  to the right 640.13 feet; thence Westerly on a deflection angle of  $90^{\circ}$  to the right 170.49 feet; thence on a deflection angle of  $53^{\circ} 39' 54''$  to the left 50.00 feet; thence Southeasterly on a deflection angle of  $90^{\circ}$  to the left and along a curve to the right with a radius of 155.00 feet and a central angle of  $10^{\circ} 42' 52''$  an arc distance of 28.99 feet; thence Westerly on a radial of the aforesaid curve 114.88 feet; thence Southwesterly on a deflection angle of  $60^{\circ} 43' 39''$  to the left 356.00 feet; thence Westerly on a deflection angle of  $78^{\circ} 28' 15''$  to the right 113.77 feet; thence on a deflection angle of  $11^{\circ} 26' 16''$  to the right 50.90 feet; thence on a deflection angle of  $10^{\circ} 12' 50''$  to the left 111.91 feet; thence Southerly on a deflection angle of  $93^{\circ} 32' 09''$  to the left 200.00 feet; thence Southwesterly on a deflection angle of  $40^{\circ} 07' 11''$  to the left 83.09 feet; thence on a deflection angle of  $24^{\circ} 32' 12''$  to the left 160.00 feet; thence Southerly on a deflection angle of  $19^{\circ} 47' 13''$  to the left 141.36 feet; thence Westerly at a deflection angle of  $85^{\circ} 16' 37''$  to the right 180.00 feet; thence Southerly at a deflection angle of  $90^{\circ}$  to the left 26.65 feet; thence Westerly at a deflection angle of  $86^{\circ} 54' 57''$  to the right 129.88 feet; thence Northerly at a deflection angle of  $90^{\circ}$  to the right 75.00 feet; thence Westerly at a deflection angle of  $90^{\circ}$  to the left 99.69 feet; thence Northwesterly on a deflection angle of  $63^{\circ} 36' 44''$  to the right and along a curve to the left with a radius of 45.00 feet and a central angle of  $37^{\circ} 13' 28''$  an arc distance of 29.24 feet; thence

on a deflection angle of 37° 13' 28" to the right 43.25 feet;  
thence on a deflection angle of 90° to the left 220.00 feet to the  
point of beginning, known as CHERRY CREEK VISTA FILING NO.  
ONE.

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

- (a) Exercise all of the powers and privileges and to perform all 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 recorded or to be recorded in the Office of the Clerk and Recorder of the County of Arapahoe, State of 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;
- (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;
- (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;
- (d) Borrow money, and with the assent of two-thirds (2/3rds) 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;
- (e) Dedicate, sell or transfer all or any part of the Common Area to any public agent, 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 (2/3rds) of each class of members, agreeing to such dedication, sale or transfer;
- (f) Participate in mergers or consolidations with other non-profit organizations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexations shall have assent of two-thirds (2/3rds) of each class of members;
- (g) 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. If 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(s) 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 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, 1974.

## ARTICLE VII

### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) 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. Names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Michael Cooper  
3864 South Quince Street  
Denver, Colorado 80237

Gary Cooper  
3842 South Quebec Street  
Denver, Colorado 80237

Richard Cooper  
850 Clermont Street  
Denver, Colorado 80220

Jon M. Zall  
3803 South Sebring Court  
Denver, Colorado 80237

Betty Shaer  
260 South Kearney  
Denver, Colorado 80222

Bina Cooper  
3842 South Quebec Street  
Denver, Colorado 80237

Elizabeth Cooper  
3864 South Quince Street  
Denver, Colorado 80237

Beldon Wright  
3605 South Tamarac Street  
Denver, Colorado 80237

Ben Pitler  
3550 South Ivanhoe Street  
Denver, Colorado 80237

At the first annual meeting the members shall elect three (3) Directors for a term of one year, three (3) Directors for a term of two years and three (3) Directors for a term of three years; and at each annual meeting thereafter the members shall elect any three Directors for additional terms of three years.

#### ARTICLE VIII

#### DISSOLUTION

The Association may be dissolved by the assent given in writing and signed by not less than two-thirds of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation of the assets of the Association shall be dedicated to an appropriate public agent 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

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.