

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR**

**MEADOW HILLS HOMEOWNERS ASSOCIATION, INC.
(A Nonprofit Corporation)**

RECITALS

Meadow Hills Homeowners Association, Inc. a Colorado nonprofit corporation (the "Association"), certifies to the Secretary of State of Colorado that:

FIRST: The Association desires to amend and restate its Articles of Incorporation currently in effect as hereinafter provided.

SECOND: The provisions set forth in these Amended and Restated Articles of Incorporation supersede and replace the existing Articles of Incorporation and all amendments thereto. These Amended and Restated Articles of Incorporation correctly set forth the provisions of the Articles of Incorporation, as amended.

THIRD: The Articles of Incorporation of the Association are hereby amended by striking in their entirety Articles I through XIII, inclusive, and by substituting the following:

ARTICLE 1.

NAME

The name of this corporation is Meadow Hills Homeowners Association, Inc.

ARTICLE 2.

DURATION

The duration of the Association shall be perpetual.

ARTICLE 3.

DEFINITIONS

The definitions set forth in the Declaration of Covenants, Conditions, and Restrictions of Meadow Hills Homeowners Association, Inc., as may be amended and restated, shall apply to all capitalized terms contained in these Articles, unless otherwise noted.

**ARTICLE 4.
NONPROFIT**

The Association shall be a nonprofit corporation, without shares of stock.

**ARTICLE 5.
PURPOSES AND POWERS OF ASSOCIATION**

The purposes for which the Association was formed are as follows:

- (a) To operate and manage the Common Interest Community known as "Meadow Hills," a planned community, and to operate and manage the Project and Common Elements included within the community situated in Arapahoe County, Colorado, subject to the Declaration, plats, maps, Bylaws and such rules and regulations as the Executive Board may from time to time adopt, for the purposes of enhancing and preserving the value of the Project;
- (b) To maintain Meadow Hills as a community of the highest quality and value, and to enhance and protect the Project's value, desirability and attractiveness;
- (c) To perform all acts and services and exercise all powers and duties in accordance with the requirements for an association of owners charged with the administration of the Project under the terms of the Colorado Common Interest Ownership Act, as amended (the "Act"), and as set forth in the Declaration;
- (d) To act for and on behalf of the Members of the Association in all matters deemed necessary and proper for the protection, maintenance and improvement of the lands and Improvements owned by the Members and this Association;
- (e) To provide for the administration, maintenance, preservation, improvement and design review as contained in the Declaration;
- (f) To promote, foster and advance the health, safety and welfare of the residents; and
- (g) To do any and all permitted acts suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and do any and all acts that, in the opinion of the Board, will promote the common benefit and enjoyment of the occupants, residents within Meadow Hills, and to have and to exercise any and all powers, rights and privileges which are granted under the Act, the Declaration, Bylaws and the laws applicable to a nonprofit corporation of the State of Colorado.

The foregoing statements of purpose shall be construed as a statement of both purposes and powers. The purposes and powers stated in each clause shall not be limited or restricted by

reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. The Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

ARTICLE 6.

ELIMINATION OF CERTAIN LIABILITIES OF DIRECTORS

There shall be no liability, either direct or indirect, of any Director acting within the scope of his/her duties as a Director, or any other person serving the Association at the direction of the Executive Board without compensation, to the Association or to its Members for monetary damages for breaches of fiduciary duties arising out of such services. Notwithstanding the foregoing, this provision shall not eliminate the liability of a Director to the Association or its Members for any breach, act, omission or transaction for which the Act or the Colorado Revised Nonprofit Corporation Act expressly prohibits elimination of liability.

ARTICLE 7.

MEMBERSHIP RIGHTS AND QUALIFICATIONS

There shall be one (1) membership for each Unit owned within the community. This membership shall be automatically transferred upon the conveyance of that Unit. The authorized number and qualifications of Members of the Association, the voting and other rights and privileges of Members, Members' liability for assessments, and the method of collection of assessments shall be contained in the Declaration and Bylaws of the Association.

ARTICLE 8.

PRINCIPAL OFFICE AND REGISTERED AGENT

The current principal office of the Association is 15101 East Iliff Avenue, Suite 115, Aurora, Colorado 80014. The current registered agent of the Association is Maureen Wade, at the registered address of 15101 East Iliff Avenue, Suite 115, Aurora, Colorado 80014. The principal office and the registered agent and office of the Association may change from time to time, by action of the Executive Board.

ARTICLE 9.

EXECUTIVE BOARD

The business and affairs of the Association shall be conducted, managed and controlled by an Executive Board. The Executive Board may consist of any number between three and seven persons. This number is set forth in the Bylaws and may be changed by a duly adopted amendment to the Bylaws.

**ARTICLE 10.
AMENDMENT**

Amendment of these Articles shall require the assent of Unit 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 the provisions of the Declaration.

**ARTICLE 11.
DISSOLUTION**

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

**ARTICLE 12.
INTERPRETATION**

The terms and provisions of the Declaration are incorporated by reference when necessary to interpret, construe or clarify the provisions of these Articles. In the event of conflict, the terms and provisions of the Declaration shall control over these Articles of Incorporation.

FOURTH: The Executive Board certifies these Amended and Restated Articles of Incorporation received the approval of Unit Owners holding two-thirds of the votes in the Association at a meeting of Members at which a quorum was present held on 1/23/07.