

ARTICLES OF INCORPORATION
OF
ST. ANDREWS HOMEOWNERS ASSOCIATION

June 11, 1993
File: 931060995

ARTICLES OF INCORPORATION
OF
ST. ANDREWS HOMEOWNERS ASSOCIATION,
a Colorado Non-Profit Corporation

The undersigned adult natural person, acting as incorporator, hereby establishes a nonprofit corporation pursuant to Articles 2 and 29 of Title 7 of the Colorado Revised Statutes, being the Colorado Nonprofit Corporation Act and adopts the following Articles of Incorporation:

ARTICLE I

Name

The name of the corporation is St. Andrews Homeowners Association (the "Association").

ARTICLE II

Duration

The Association shall have perpetual existence.

ARTICLE III

Purposes

The purposes and objectives for which this Association is formed (none of which shall be for pecuniary profit) are:

(a) To be a homeowners association for the homeowners in St. Andrews Subdivision Filing No.1 and Filing No.2, a subdivision in the City of Colorado Springs, El Paso County, Colorado and to provide a means of self-government for the owners of the property within said subdivision to advance their common interests with respect to the "Property" and the "Common Area", all as defined in the Declaration of Conditions, Covenants, Restrictions and Easements for St. Andrews Subdivision Filing No.1 and Filing No.2 as originally recorded in the real property records of El Paso County, Colorado (the "Declaration"), and to eliminate any undue burden upon individual owners for the upkeep of such areas.

(b) To provide for the ownership (if any), care, management, control, preservation, operation, maintenance, repair, restoration and replacement of the Common Area, in the manner prescribed by the Declaration, and to provide other services with respect to such areas deemed advantageous by the owners of St. Andrews Subdivision Filing No.1 and Filing No. 2 or required or authorized under the Declaration.

(c) To promote the recreation, health, safety and welfare of the Owners (as such term is defined in the Declaration).

(d) To adopt and enforce rules and regulations for the maintenance and use of the Common Area and the Property.

(e) Subject to the limitations of the Declaration to levy and enforce adequate assessments to meet all expenses of the Association, including but not limited to the expenses of owning, operating, maintaining, repairing and replacing the Common Area, insuring the Common Area and the obligations or liabilities of the Association.

(f) To enforce, in its own name or on behalf of its Members (as defined in the Declaration), the protective covenants, conditions and restrictions set forth in the Declaration and in rules and regulations of the Association and to seek redress for the violation of any provisions, by any and all remedies available at law or equity or authorized under the Declaration.

(g) To exercise any and all other rights, powers and authority and undertake such actions as may be necessary, convenient or useful in connection with the governance of the Association and the performance of the Association's functions as set forth in the Declaration.

ARTICLE IV

Additional Powers

In furtherance of the purposes and objectives (but not otherwise) set forth in the Declaration and subject to the restrictions set forth therein, the Association shall have and may exercise all of the powers and do everything necessary or convenient for the accomplishment of any of the corporate purposes either alone or in connection with other corporations, firms or individuals, and either as principal or agent, subject to such limitations as are or may be prescribed by the laws of the State of Colorado.

ARTICLE V

Restrictions Upon the Powers

No part of the net earnings of the Association (other than by providing management, maintenance and care of the Common Area and in furtherance of other purposes of the Association, and other than a rebate of excess assessments) shall inure to the benefit of any Member, director or officer of the Association, or any other individual (except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes). Upon final dissolution of the Association, any corporate assets remaining after the payment of all debts will be distributed to its Members according to their pro rata interest and obligations.

ARTICLE VI

Initial Registered Office and Agent

The address of the initial registered office of the Association is 5525 N. Union Blvd., Suite #203, Colorado Springs, Colorado 80918. The name of its initial registered agent at such address is LeRoy Landhuis.

ARTICLE VII

Membership and Voting

- (a) Membership in the Association shall be as provided in the Declaration and the bylaws of the Association.
- (b) Cumulative voting shall not be allowed in the election of directors or otherwise.

ARTICLE VIII

Board of Directors

The management of the affairs of the Association shall be vested in a Board of Directors. The number of directors, their term of office and manner of their selection and election shall be determined according to the bylaws of the Association from time to time in force. One director shall constitute the initial board of directors. The name and address is as follows:

<u>Name</u>	<u>Address</u>
St. Andrews Development, Ltd. acting through LeRoy Landhuis, its President	5525 N. Union Blvd., Suite 203 Colorado Springs, CO 80918

ARTICLE IX

Bylaws

The initial bylaws of the Association shall be as adopted by the Board of Directors. Such board shall have power to alter, amend or repeal the bylaws from time to time in force and to adopt new bylaws. Such bylaws may contain any provisions for the regulation or management of the affairs of the Association which are not inconsistent with the laws of the State of Colorado, the Declaration, or these Articles of - Incorporation, as the same may from time to time be amended.

ARTICLE X

Incorporator

The name and address of the incorporator are:

Douglas M. Stimple, Esq.
Braden, Frindt, Stinar & Stimple, P.C.
540 N. Cascade Avenue, Suite 100
Colorado Springs, CO 80903

IN WITNESS WHEREOF, these Articles of Incorporation have been signed and acknowledged in duplicate effective the 7th day of June, 1993.

SIGNED

Douglas M. Stimple, Incorporator