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Articles of Incorporation for a Nonprofit Corporation

filed pursuant to §7-90-301, et seq. and §7-122-101 of the Colorado Revised Statutes (C.R.S.)

1. Entity name: MARKET STREET LOFTS OWNERS ASSOCIATION
(The name of a nonprofit corporation may, but need not, contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", "inc.", "co." or "ltd." §7-90-601, C.R.S.)

2. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

"bank" or "trust" or any derivative thereof
 "credit union" "savings and loan"
 "insurance", "casualty", "mutual", or "surety"

3. Principal office street address: 701 E. Valley Road
(Street name and number)
Suite 201
Basalt CO 81621
(City) (State) (Postal/Zip Code)
United States
(Country - if not US)

4. Principal office mailing address: PO Box 2239
(if different from above) (Street name and number or Post Office Box information)
Basalt CO 81621
(City) (State) (Postal/Zip Code)
United States
(Country - if not US)

5. Registered agent: (if an individual): Lipkin Michael
(Last) (First) (Middle) (Suffix)

OR (if a business organization):

6. The person appointed as registered agent in the document has consented to being so appointed.

7. Registered agent street address: 701 E. Valley Road
(Street name and number)
Suite 201
Basalt CO 81621
(City) (State) (Postal/Zip Code)

8. Registered agent mailing address: PO Box 2239
(if different from above) (Street name and number or Post Office Box information)

(b) Time is of the essence with respect to the performance of each of the covenants and agreements herein set forth.

(c) No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by both parties to this Agreement.

(d) The invalidity in whole or in part of any covenant, promise or undertaking or any section, subsection, sentence, clause, phrase or word or of any provision of this Agreement and the Declaration shall not affect the validity of the remaining portions thereof.

(e) The words "owner" and "member" wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate.

(f) The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

(g) Should arbitration or litigation occur between the parties relating to the terms, covenants and conditions of this Agreement, all arbitration and/or litigation expenses, collection expenses, witness fees, court costs and reasonable attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

(h) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

(i) This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the services to be performed hereunder.

(j) The parties and their respective counsel, if any, have reviewed this Agreement in its entirety and acknowledge that each has had a full opportunity to negotiate the Agreement's terms. Therefore, the parties expressly waive any and all applicable common law and statutory rules of construction that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

MARKET STREET LOFTS OWNERS ASSOCIATION, a
Colorado non-profit corporation

By: _____
Lori F. Chacos, President

BEACH RESOURCE MANAGEMENT, LLC, a Colorado
limited liability company

By: _____
Gary L. Beach, Manager