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Articles of Incorporation for a Nonprofit Corporation

filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is The Patios at WildWing Homeowners Association.
(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address 1218 West Ash
(Street number and name)
Suite A
Windsor CO 80550
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

Mailing address
(leave blank if same as street address)
(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)
(Province – if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name
 (if an individual) Hoover Gary
(Last) (First) (Middle) (Suffix)

OR
 (if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address 1218 West Ash
(Street number and name)
Suite A
Windsor CO 80550
(City) (State) (ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO _____

(State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name _____

(if an individual) Hoover Gary

(Last) (First) (Middle) (Suffix)

OR

(if an entity) _____

(Caution: Do not provide both an individual and an entity name.)

Mailing address 1218 West Ash

(Street number and name or Post Office Box information)

Suite A

Windsor CO 80550

(City) (State) (ZIP/Postal Code)

_____ United States

(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

The nonprofit corporation will have voting members.

6. (The following statement is adopted by marking the box.)

Provisions regarding the distribution of assets on dissolution are included in an attachment.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____

(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Hoover _____ Gary _____
(Last) (First) (Middle) (Suffix)
1218 West Ash _____
(Street number and name or Post Office Box information)
Suite A _____
Windsor _____ CO 80550 _____
(City) (State) (ZIP/Postal Code)
_____ United States _____
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

ADDITIONAL PROVISIONS

ATTACHED TO

ARTICLES OF INCORPORATION

OF

THE PATIOS AT WILDWING HOMEOWNERS ASSOCIATION

ARTICLE 15.A.

PURPOSES AND POWERS OF ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are as follows:

1. The Association is organized exclusively for the purpose of constituting the Association pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for The Patios at WildWing recorded or to be recorded in the Larimer County, Colorado records (the "Declaration"). The terms used in these Articles shall be defined by the Declaration or any amendments to the Declaration. The Articles of this Association shall be to provide for an entity for the furtherance of the interests of all Owners, including the Declarant named in the Declaration.

2. The Association shall perform all functions, duties and obligations created or established by the Declaration and any subsequent recorded Declaration of Annexation for expansion pursuant to the Declaration.

3. The Association shall preserve, protect and enhance the values and amenities of the planned community known as "The Patios at WildWing" and shall promote the health, safety, welfare and common benefit of the Members of the Association and residents of The Patios at WildWing.

4. The Association shall have and exercise any and all powers, rights and privileges which are granted to an association under the Colorado Common Interest Ownership Act, as amended, the Colorado Revised Non-Profit Corporation Act, as amended, and the Declaration, Bylaws, and other governing documents of the Association.

5. 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.

6. Notwithstanding the foregoing, the Association and its officers and directors shall have no obligation, right, power or authority, to oversee, administer, manage, investigate, report, litigate, arbitrate, mediate or otherwise be involved in any claims or disputes asserted, or which might be assertable, by individual homeowners against any Declarant, owner, developer, contractor or other party with regard to alleged construction defects, express or implied construction warranties or similar claims or actions pertaining to any homes or other improvements constructed in or on any Building Envelope within The Patios at WildWing (collectively, "Claims"). Without limiting the foregoing, the Association shall not be considered a proper party in interest in any such litigation, arbitration, mediation or other action or proceeding with respect to any Claims. Also, without limiting the foregoing, the Association shall not be involved in organizing, administering, supervising, managing or otherwise soliciting involvement in any class action or similar litigation in connection with any Claims.

Notwithstanding any other terms or conditions of this Declaration to the contrary, the Association shall not have the right, power or authority to make any Assessment against any Building Envelope for the purpose of covering the cost or expense of investigating, pursuing or otherwise being involved in any Claims or litigation, arbitration or mediation pertaining to same.

Nothing herein contained shall be construed as limiting the rights and obligations of the Association with respect to the assertion of Claims with respect to any Improvements located within or upon the Common Area, nor shall it preclude the assertion of any Claims directly by an individual affected Owner of a Building Envelope.

Due to the foregoing restriction, neither the Board of Directors nor the Association will have any obligation, responsibility or liability to any Owner or Member on account of the existence of any Claims or refusal of the Association or the Board of Directors to pursue any such Claims.

ARTICLE 15.B.

MEMBERSHIP

Every Owner of a Building Envelope that is or becomes subject to the Declaration, by virtue of being an Owner and for so long as the Person is an Owner, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Building Envelope. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Building Envelope owned, but all of the Persons owning each Building Envelope shall be entitled to the rights of membership and of use and enjoyment appurtenant to such ownership. An Owner shall not

transfer, pledge or alienate his membership in the Association in any way except upon the sale or encumbrance of a Building Envelope and then only to the purchaser or Mortgagee of the Building Envelope.

The Association shall have at least one (1) class of voting membership comprising of all Owners, including Declarant. The Bylaws may set forth additional classifications of membership from time to time. All Members shall be entitled to vote on Association matters on the basis of one (1) vote for each Building Envelope, as each Building Envelope is originally platted by Declarant. The number of votes shall be determined by reference to the Plat for the Building Envelope in question as recorded by Declarant. When more than one (1) Person is the Owner of any Building Envelope, all such Persons shall be Members. A vote for such Building Envelope may be exercised by one (1) Person or in the alternative, such Persons as the Owners themselves determine.

If more than one (1) of the multiple Owners are present at a meeting in person or by proxy, the vote allocated to their Building Envelope may be cast only by agreement of the majority interest of the Owners. There shall be deemed to be a majority agreement if any one (1) of the multiple Owners casts the vote allocated to that Building Envelope without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Building Envelope.

Notwithstanding the foregoing, until expiration of the Period of Declarant Control and subject to the limitations of the Colorado Common Interest Ownership Act, the Declarant shall have additional rights and qualifications as may be provided under the Colorado Common Interest Ownership Act and the Declaration, including the exclusive powers to appoint and remove the Board of Directors and the officers of the Association, which exclusive powers are established by and shall be governed by the Declaration.

The membership qualifications, rights and obligations shall be defined by and comply with the Declaration or any amendments to the Declaration.

ARTICLE 15.C.

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) persons. The names and addresses of the persons who shall serve as the Directors until their successors shall be elected and qualified are as follows:

Gary Hoover
1218 West Ash, Suite A
Windsor, Colorado 80550

Charles D. Atwood
1218 West Ash, Suite A
Windsor, Colorado 80550

Landon F. Hoover
1218 West Ash, Suite A
Windsor, Colorado 80550

The Directors of the Association may be increased or decreased at any time by adoption of an amendment to the Bylaws, but in no event shall the number of Directors be less than three (3). In the absence of any provision in the Bylaws fixing the number of Directors, the number shall be the same as provided in these Articles of Incorporation.

ARTICLE 15.D.

DISSOLUTION

The Association may be dissolved only with the written consent of sixty-seven percent (67%) of all First Mortgagees encumbering Building Envelopes within The Patios at WildWing and by written agreement of Owners/Building Envelopes to which sixty-seven percent (67%) of the votes in the Association are allocated as more fully provided in the Colorado Common Interest Ownership Act as amended from time to time. Upon dissolution of the Association, other than incident to merger or consolidation, the assets of the Association shall be sold and the proceeds thereof shall be distributed to Owners and lienholders as their interests may appear or, if not sold, title to such assets shall vest in the Owners as tenants in common, all as more fully provided in the Colorado Common Interest Ownership Act.

ARTICLE 15.E.

OFFICERS

The Board of Directors may appoint a President, one (1) or more Vice Presidents, a Secretary, a Treasurer and such other officers 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 in the Bylaws and shall serve at the pleasure of the Board of Directors.

ARTICLE 15.F.

DURATION

The Association shall exist perpetually.

ARTICLE 15.G.

LIMITATION OF LIABILITY OF DIRECTORS AND OFFICERS

The personal liability of a Director to the Association or its Members for monetary damages for breach of fiduciary duty as a Director is limited to the full extent provided by Colorado law.

The Directors, officers, employees and Members of the Association shall not, as such, be liable on its obligations.

Directors shall not be liable for actions taken or omissions to act in the performance of corporate duties except for wanton and willful acts or omissions.

ARTICLE 15.H.

INDEMNIFICATION OF DIRECTORS

The Association shall indemnify its Directors to the full extent permitted by Colorado law.

ARTICLE 15.I.

AMENDMENTS

Amendments to these Articles of Incorporation shall require the assent of at least sixty-seven percent (67%) of the Members of the Association as provided in the Colorado Revised Nonprofit Corporation Act.

ARTICLE 15.J.

NON-PROFIT

The Association shall be a non-profit corporation, without shares of stock. No part of the earnings of the Association shall inure to the benefit of or be distributed to the Members, Directors or officers of the Association, or other private Persons, except (1) as provide by these Articles and applicable law, and (2) that the Association shall be authorized and empowered to pay reasonable compensation for services rendered to it and to make payments and distributions in furtherance of the purposes set forth in these Articles and the Declaration.

ARTICLE 15.K.

DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Association, the Board of Directors shall provide for the distribution of all assets and liabilities of the Association in the following manner:

1. All liabilities and obligations of the Association shall be paid and discharged or adequate provisions shall be made for payment.

2. All assets held by the Association requiring return, transfer or conveyance which condition occurs by reason of dissolution shall be returned, transferred or conveyed in accordance with such requirement.

3. Assets received and held by the Association not subject to liabilities, conditions or use limitations as specified above shall be distributed to the Owners of Building Envelopes pro rata according to ownership interest as provided by the Declaration.

4. Any remaining assets may be distributed to such Persons, societies, organizations, governmental entities, political subdivisions, or domestic or foreign corporations, whether for profit or non-profit, as may be specified in a plan of distribution adopted pursuant to the Colorado Revised Non-Profit Corporation Act and which is not inconsistent with these Articles of Incorporation.