

**ATTACHMENT
TO
ARTICLES OF INCORPORATION
OF
MIDTOWN AT COTTONWOOD CREEK HOMEOWNERS ASSOCIATION, INC.**

The following provisions are hereby attached to and made a part of the Articles of Incorporation of Midtown at Cottonwood Creek Homeowners Association, Inc., a Colorado non-profit corporation (the "Association").

10. **Voting.** The Association shall have voting members as provided in the Declaration of Covenants, Conditions, Restrictions and Easements for Midtown at Cottonwood Creek (the "Declaration") and the Bylaws of the Association. Cumulative voting is prohibited.

11. **Distribution of Assets on Dissolution.** Upon the dissolution of the Association, the assets of the Association shall be disposed of according to the procedure outlined in the Colorado Revised Nonprofit Corporation Act.

12. **Additional Provisions.**

12.1 **Purposes.** The purposes and objectives for which this Association is formed (none of which shall be for pecuniary profit) are set forth in the Bylaws of the Association and in the Declaration.

12.2 **Restrictions Upon the Powers.** This Association is not organized for profit. No Member, member of the Board of Directors, or person from whom the Association may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations thereof; and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any Member of the Board of Directors. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any Member or Director while acting as an agent or employee of the Association for services rendered in affecting one or more of the purposes of the Association, and (2) any Member or Director may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

12.3 **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 Declaration and the Bylaws of the Association from time to time in force.

12.4 **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.

12.5 Indemnification of Officers, Directors, and Managing Agent.

12.5.1 Indemnification. The Association shall indemnify every Director and officer, their respective successors, estate, personal representatives and heirs, against all loss, costs and expenses, including attorneys' fees, reasonably incurred by them concerning any action, suit or proceeding to which they may be made parties because of their being or having been a Director or officer of the Association, except as to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct or as otherwise prohibited by the Colorado Revised Nonprofit Corporation Act, as amended from time to time. In case of a settlement (which must be approved by the attorney for the insurers if paid out of insurance funds), indemnification shall be provided only concerning such matters covered by the settlement about which the Association is advised by the Association's attorneys that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duties as such Director or officer in relation to the matter involved. These rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, cost, and expense incurred or suffered by the Association because of, arising out of, or concerning the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Section 12.5 shall be deemed to obligate the Association to indemnify any Member(s) or Owner(s) of a Lot, who is or has been a Director or Officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of such person's status as a Member or Owner under the Declaration, Articles and Bylaws.

12.5.2 Other. Contracts or other commitments made by the Board of Directors, officer(s) or the managing agent shall be made as agent for the Association, and they shall have no personal responsibility on any such contract or commitment.



Colorado Secretary of State
 Date and Time: 02/13/2018 04:11 PM
 ID Number: 20181127430
 Document number: 20181127430
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

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 Midtown at Cottonwood Creek Homeowners Association, Inc.
(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 6385 Corporate Drive
(Street number and name)
Suite 200
Colorado Springs CO 80919
(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) _____
(Last) (First) (Middle) (Suffix)

OR
 (if an entity) Elite Properties of America, Inc.
(Caution: Do not provide both an individual and an entity name.)

Street address 6385 Corporate Drive
(Street number and name)
Suite 200
Colorado Springs CO 80919
(City) (State) (ZIP Code)

Mailing address

(leave blank if same as street address)

_____ (Street number and name or Post Office Box information)

_____ CO _____
(City) (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)

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

OR

(if an entity)

Elite Properties of America, Inc.

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

Mailing address

6385 Corporate Drive

(Street number and name or Post Office Box information)

Suite 200

Colorado Springs

CO

80919

(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. Provisions regarding the distribution of assets on dissolution:

See 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

Jolivet _____ Caroleen _____
(Last) (First) (Middle) (Suffix)
102 South Tejon Street _____
(Street number and name or Post Office Box information)
Suite 900 _____
Colorado Springs _____ CO 80903
(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).