

NONPROFIT

ARTICLES OF INCORPORATION  
FOR  
HARVEST GOLD VILLAGE HOMEOWNERS ASSOCIATION, INC.  
(a Nonprofit Corporation)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, a natural person and a citizen of the United States and a resident of the State of Colorado, hereby desire to form a body corporate and politic, not for pecuniary profit, under the provisions of the Colorado Nonprofit Corporation Act, Articles 20-29, Title 7, Colorado Revised Statutes (1973), as amended (the "Act"), and hereby make, execute, adopt, and acknowledge these Articles of Incorporation in furtherance of forming a body corporate and politic under and by virtue of the Act.

FILED IN FURTHERANCE OF  
DONETTA DAVIDSON  
COLORADO SECRETARY OF STATE

ARTICLE I

Name

The name of the Corporation is Harvest Gold Village Homeowners Association, Inc. (hereinafter referred to as the "Association").

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SECRETARY OF STATE  
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ARTICLE II

Duration

The duration of the Association shall be perpetual.

ARTICLE III

Principal Place of Business

The principal place of business of the Association is located at 210 East 29<sup>th</sup> Street, Loveland, CO 80538.

ARTICLE IV

Registered Agent, Registered Office and Consent

The name of the Registered Agent of the Association is Steven K. Kuhlmann, and the address of the registered office 1700 Lincoln Street, Suite 1800, Denver, CO 80203-4518. is 210 East 29<sup>th</sup> Street, Loveland, CO 80538. The signature of the Registered Agent consenting to the appointment is as follows: Steven K. Kuhlmann.

## ARTICLE V

### Definitions

Terms capitalized herein shall have the meanings ascribed to them in that certain Declaration for Harvest Gold Village PUD recorded July 31, 2001, under Reception No. 2001063624 of the real property records of Larimer County, Colorado (hereinafter referred to as the "Declaration").

## ARTICLE VI

### Purposes and Powers of the Association

The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered) and the specific purposes for which it is formed are to provide for:

- (i) The use, improvement, maintenance, operation, and repair of the Common Area located within the Property, including any improvements and amenities located thereon;
- (ii) The maintenance of Common Area within the Property, as provided for and qualified by the Declaration;
- (iii) Adopting, amending, repealing, and enforcing Rules and Regulations adopted pursuant to the terms of the Declaration;
- (iv) Adopting and amending budgets for revenues, expenditures and reserves;
- (v) The allocation among the Owners of the costs of the use, improvement, maintenance, and repair of the Common Area, including any improvements and amenities located thereon, together with the Association's other operational costs;
- (vi) Enforcement of the provisions of the Declaration;
- (vii) Fixing, levying, collecting, and enforcing all Assessments provided for in the Declaration;
- (viii) Entering any Lot, without liability to any Owner for trespass, damage, or otherwise, for the purpose of maintaining or repairing Improvements in the manner required by the Declaration if the Owner thereof, after reasonable notice and an opportunity to correct the non-compliance, fails to maintain and repair his Lot, and improvements thereon, as required by the Declaration or the Rules;

(ix) Commencing and maintaining, in its own name, on its own behalf, or in the name and on behalf of any Owner or Owners who consent thereto, of suits and actions to restrain and enjoin any breach or threatened breach of the Declaration or the Rules and Regulations, and enforcement by mandatory injunction or otherwise, of all of the provisions of the Declaration and the Rules and Regulations;

(x) Preventing the maintenance of nuisance and impairment of the attractiveness and value of property within the Property.

(xi) Making and altering Bylaws, not inconsistent with these Articles of Incorporation, the Declaration, or the laws of the State of Colorado, for the administration and regulation of the affairs of the Association;

(xii) Appointing committees to act on behalf of the Association in furtherance of the Association's purposes and functions;

(xiii) Approving or disapproving proposed Improvements to Property, as qualified by the Declaration;

(xiv) Exercising such duties and powers as are contemplated to be exercised by the Association under the Declaration;

(xv) Exercising all powers, duties, and authority vested in or delegated to the Association and not reserved to the membership of the Association by other provisions of its Articles of Incorporation, its Bylaws, or the Declaration; and

(xvi) Having and exercising all powers necessary and proper to effect any or all of the purposes for which the Association is organized.

## ARTICLE VII

### Membership Rights and Qualifications

(a) Any person who holds title to a Lot in the Property shall be a Member of the Association and be entitled to vote on any issue submitted to the Association's membership.. There shall be one membership for each Lot owned within the Property, except as otherwise provided in the Declaration with respect to Area E. This membership shall be automatically transferred upon the conveyance of that Lot. Each Member is entitled to one vote, as assigned to the Lot in the Declaration. If a Lot is owned by more than one person, those persons shall designate one person to exercise the Class A Member Vote attributable to the Lot.

(b) There shall be one class of membership consisting of Owners. The Members shall elect all members of the Executive Board, following the period of Declarant control defined below.

(c) Notwithstanding the foregoing, the Declarant of the Property shall have additional rights and qualifications as may be provided under the Colorado Common Interest Ownership Act and the Declaration, including the right to appoint and remove members of the Executive Board and officers of the Association during the period of Declarant control, subject to certain limitations set forth in the Declaration. The period of Declarant control terminates no later than the earlier of: (i) 60 days after conveyance of 75% of the Lots/Dwelling Units that may be created to Owners other than the Declarant; or (ii) two years after Declarant has last conveyed a Lot/Dwelling Unit in the ordinary course of business. Declarant may voluntarily surrender the right to appoint and remove members of the Executive Board and officers of the Association prior to the termination of the period of Declarant control, but in that event, the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or its Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(d) Not later than 60 days after conveyance of 25% of the Lots/Dwelling Units that may be created to Owners other than a Declarant, at least one member, and not less than 25% of the members of the Executive Board shall be elected by Owners other than the Declarant. Not later than 60 days after conveyance of 50% of the Lots/Dwelling Units that may be created to Owners other than a Declarant, not less than 33-1/3% of the members of the Executive Board must be elected by Owners other than a Declarant.

(e) Not later than the termination of any period of Declarant Control, the Owners shall elect an Executive Board of at least three members, all of whom shall be Owners.

## ARTICLE VIII

### Initial Composition of Executive Board

The initial Executive Board shall consist of two persons, the names and addresses of whom are as follows:

Leroy Gabriel  
210 East 29<sup>th</sup> Street  
Loveland, CO 80538

Larry Heckel  
210 East 29<sup>th</sup> Street  
Loveland, CO 80538

These individuals shall serve until their successors shall be elected and qualified.

## ARTICLE IX

### Dissolution

In the event of the dissolution of the Association as a corporation, either voluntarily or involuntarily, the assets of the Association shall be deemed to be owned by the Owners at the date of dissolution and distribution of assets made to Owners in proportion to their allocated interest, as provided for in the Colorado Common Interest Ownership Act.

## ARTICLE X

### Amendment

Amendment of these Articles shall require the consent of Members holding at least 66-2/3% of the votes of the Association.

## ARTICLE XI

### Interpretation

Express reference is hereby made to the terms and provisions of the Declaration, which shall be referred to when necessary to interpret, construe, or clarify the provisions of these Articles. In the event of conflict between the terms of the Declaration and the terms of the Articles of Incorporation, the terms of the Declaration shall control.

## ARTICLE XII

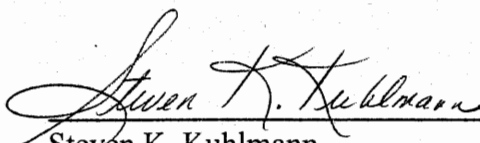
### Indemnity

Pursuant to C.R.S. § 7-22-101(1)(r), the Association shall eliminate any personal liability of an Executive Board member to the Association or to Owners for monetary damages for breach of fiduciary duty as a member of the Executive Board; except that this provision shall not eliminate or limit the liability of a member of the Executive Board to the Association or to Owners for monetary damages: for any breach of the Executive Board member's duty of loyalty to the Association or Owners; acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law; acts specified in C.R.S. § 7-24-111; or any transaction from which a member of the Executive Board derived an improper personal benefit.

Pursuant to C.R.S. § 13-21-116, no member of the Executive Board of the Association shall be held liable for actions taken or omissions made in the performance of his duties as a member of the Executive Board, except for wanton and willful acts or omissions.

The Association hereby adopts the provisions of C.R.S. § 7-22-101.5 as in effect on the date hereof, or as may be subsequently amended, and incorporates herein the provisions of C.R.S. § 7-3-101.5, as in effect on the date hereof, or as may be subsequently amended, with respect to indemnification of its Executive Board members. In furtherance hereof, the Association shall indemnify members of its Executive Board to the full extent permitted by Colorado law and hereby affords members of its Executive Board the full benefit of this statutory protection.

EXECUTED this 12<sup>th</sup> day of MARCH, 2002.



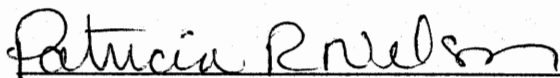
Steven K. Kuhlmann  
1700 Lincoln Street, Suite 1800  
Denver, CO 80203-4518

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

I, Patricia R Nelson, a Notary Public, hereby certify that Steven K. Kuhlmann, known to me to be the person whose name is subscribed to the annexed and foregoing Articles of Incorporation, appeared before me this day in person, and being by me first duly sworn, acknowledged and declared that he signed said Articles of Incorporation as his free and voluntary act and deed for the uses and purposes therein set forth, and that the statements therein contained are true.

WITNESS my hand and notarial seal this 12 day of MARCH, 2002.





Notary Public

Address:

1700 Lincoln St., Ste 1800  
Denver CO 80260

My commission expires: 10.31.04