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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 Edgemont Meadows Community 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 c/o AREM Property Management, Inc.  
*(Street number and name)*  
1201 Main Ave., Suite 103  
Durango CO 81301  
*(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) Tischaefer Sandra  
*(Last) (First) (Middle) (Suffix)*

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

Street address c/o AREM Property Management, Inc.  
*(Street number and name)*  
1201 Main Ave., Suite 103  
Durango CO 81301  
*(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)

\_\_\_\_\_  
(Last) (First) (Middle) (Suffix)

**OR**

(if an entity)

Highlands Holding Corporation

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

Mailing address

PO Box 2327

(Street number and name or Post Office Box information)

Durango CO 81302  
(City) (State) (ZIP/Postal Code)

\_\_\_\_\_  
(Province – if applicable) United States  
(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

Nicholson	Lindsey	K.S.	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
Goldman, Robbins, Nicholson & Mack,			
<small>(Street number and name or Post Office Box information)</small>			
679 E. 2nd Ave., Suite C			
_____			
Durango	CO	81301	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
_____		United States	
<small>(Province – if applicable)</small>		<small>(Country)</small>	

(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.

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**ARTICLES OF INCORPORATION OF  
EDGEMONT MEADOWS COMMUNITY ASSOCIATION, INC.  
(A NONPROFIT CORPORATION)**

Pursuant to C.R.S. § 7-122-102 and part 3 of article 90 of title 7, Colorado Revised Statutes, these Articles of Incorporation are delivered to the Colorado Secretary of State for filing.

**ARTICLE I  
NAME**

The name of the Corporation is EDGEMONT MEADOWS COMMUNITY ASSOCIATION, INC. (“Association”).

**ARTICLE II  
PURPOSE**

The purposes for which the corporation is formed are as follows:

(a) To operate the Common Interest Community known as EDGEMONT MEADOWS, located in La Plata, Colorado, pursuant to the Declaration of Covenants, Conditions and Restrictions of Edgemont Meadows (the “Declaration”) and in accordance with the requirements for an association of Unit Owners charged with the administration of property under the Colorado Common Interest Ownership Act (the “Act”), as amended, including, without limiting the generality of the foregoing statement, the performance of the following acts and services for a not-for-profit basis:

(i) To acquire, construct, manage, supervise, care for, operate, maintain, renew and protect all buildings, structures, grounds, roadways and other facilities, installations and appurtenances thereto relating to the property of the Common Interest Community; to provide maintenance for the Common Elements within the Common Interest Community; to provide garbage and trash collection; to provide security protection; to maintain lands or trees; to supplement municipal services; to enforce any and all covenants, restrictions and agreements applicable to the Common Interest Community; and, insofar as permitted by law, to do any other thing that, in the opinion of the Executive Board, will promote the common benefit and enjoyment of the residents of the Common Interest Community.

(ii) To prepare estimates and budgets of the costs and expenses of rendering these services and the performance, or contracting or entering into agreements for this performance, as provided for in or contemplated by this subparagraph (ii); to apportion these estimated costs and expenses among the Unit Owners; and to collect these costs and expenses from the Unit Owners obligated to assume or bear the same; and to borrow money for the Association's purposes, pledging as security the income due from Unit Owners and from others, the property of the corporation and the Common Elements of the Common Interest Community.

(iii) To enforce, on behalf of the Unit Owners, rules made or promulgated by the Executive Board with respect to the safe occupancy, reasonable use and enjoyment of the buildings, structures, grounds and facilities of the Common Interest Community, and, to levy fines to enforce compliance with these rules.

(iv) To perform, or cause to be performed, all other additional services and acts as are usually performed by managers or managing agents of real estate developments, including without

limitation, keeping or causing to be kept, appropriate books and records, preparing and filing necessary reports and returns, and making or causing to be made audits of books and accounts.

(b) To retain counsel, auditors, accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities described in this document.

(c) To do and perform, or cause to be performed, all other necessary acts and services suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and to acquire, sell, mortgage, lease or encumber any real or personal property for these purposes.

(d) To promote the health, safety, welfare and common benefit of the residents of the Common Interest Community.

(e) To do any and all permitted acts, and to have and to exercise any and all powers, rights and privileges which are granted to a Common Interest Community Association under the Colorado Common Interest Ownership Act, the Declaration of Covenants, Conditions, and Restrictions of Edgemont Meadows (the "Declaration"), the Bylaws, and the laws applicable to a nonprofit corporation of the State of Colorado (the "Colorado Revised Nonprofit Corporation Act").

The foregoing statements of purpose shall be construed as a statement of both purpose 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. The Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

### **ARTICLE III DURATION**

The duration of the Association shall be perpetual.

### **ARTICLE IV NONPROFIT**

The Association shall be a nonprofit corporation, without shares of stock.

### **ARTICLE V CORPORATE OFFICE**

The initial principal office of the corporation shall be c/o AREM Property Management, Inc., 1201 Main Avenue, Suite 103, Durango, CO 81301.

### **ARTICLE VI AGENT FOR SERVICE**

The initial registered agent of this corporation shall be Sandra Tischaefter, whose address is c/o AREM Property Management, Inc., 1201 Main Avenue, Suite 103, Durango, CO 81301, and whose written consent to appointment is provided in the attached accompanying document.

**ARTICLE VII**  
**EXECUTIVE BOARD**

The initial Executive Board shall consist of three persons, and this number may be changed by a duly adopted amendment of the Bylaws, except that in no event may the number of Directors be less than three. The names and addresses of the persons who shall serve as Directors until their successors shall be elected and qualified are as follows:

Tom D. Gorton, 18 Needle Creek Court, Durango, CO 81301  
Deborah A. Gorton, 3883 County Road 207, Durango, CO 81301  
Beverly Lawrence, PO Box 2327, Durango, CO 81302

**ARTICLE VIII**  
**MEMBERSHIP**

The Association shall be a membership association without certificates or shares of stock. There shall be one class of membership, and each Owner of a Lot shall be a "Member". Each Member shall have the voting rights set forth in the Declaration on all matters in which Members are entitled to vote. Each Member, or group of Members, owning a Lot shall be entitled to one vote for each Lot owned. A Member shall not assign, encumber, or transfer his membership in any manner and shall automatically cease to be a Member upon termination of his ownership interest in a Lot. Upon conveyance of a Lot to a new Owner or group of Owners, each such new Owner shall automatically become a Member of this Association. The Association may suspend the voting rights of a Member for failure to comply with the rules and regulations of this corporation or with any other obligations of Owners of Lots under the Declaration or Bylaws of the Association. The Bylaws of the Association shall contain provisions setting forth the rights, privileges, duties and responsibilities of its Members.

**ARTICLE IX**  
**AMENDMENT**

Prior to termination of the Declarant Control Period as defined in the Declaration, the Declarant may unilaterally amend these Articles consistent with applicable law. After termination of the Declarant Control Period, these Articles may be amended only by the affirmative vote of Members representing 51% of the total votes in the Association, and the consent of the Declarant, if such exists. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant, respectively (or the assignee of such right or privilege). Notwithstanding anything herein to the contrary, the Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; or (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

**ARTICLE X**  
**INDEMNIFICATION**

The personal liability of a director to the nonprofit corporation or to its members for monetary

damages for breach of fiduciary duty as a director the nonprofit corporation shall be eliminated, with the exception of the following:

- ◆ Liability of a director to the nonprofit corporation or to its members for monetary damages for any breach of the director's duty of loyalty to the nonprofit corporation or to its members;
- ◆ Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- ◆ Acts specified in section C.R.S. § 7-128-403 or § 7-128-501(2);
- ◆ Any transaction from which the director directly or indirectly derived an improper personal benefit

**ARTICLE XI**  
**DISSOLUTION**

In the event of the dissolution of this corporation the assets of the corporation shall be deemed to be owned by the Unit Owners at the date of dissolution as their interests may appear as provided for by C.R.S. § 38-33.3-218(5).