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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 Palmer Village Duplex Owners 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 4350 S. Monaco St.  
(Street number and name)  
Suite 500  
Denver CO 80237  
(City) (State) (ZIP/Postal Code)  
United States 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) Winzenburg, Leff, Purvis & Payne, LLP  
*(Caution: Do not provide both an individual and an entity name.)*

Street address 8020 Shaffer Parkway  
(Street number and name)  
Suite 300  
Littleton CO 80127  
(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)

Winzenburg, Leff, Purvis & Payne, LLP

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

Mailing address

8020 Shaffer Parkway

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

Suite 300

Littleton

*(City)*

CO

*(State)*

80127

*(ZIP/Postal Code)*

CO

*(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 to Articles of Incorporation

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:**

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

Payne \_\_\_\_\_ Mark \_\_\_\_\_ K \_\_\_\_\_  
(Last) (First) (Middle) (Suffix)  
8020 Shaffer Parkway \_\_\_\_\_  
(Street number and name or Post Office Box information)  
Suite 300 \_\_\_\_\_  
Littleton \_\_\_\_\_ CO \_\_\_\_\_ 80127 \_\_\_\_\_  
(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.

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**ATTACHMENT TO ARTICLES OF INCORPORATION  
OF  
PALMER VILLAGE DUPLEX OWNERS ASSOCIATION, INC.**

**ARTICLE I  
PURPOSES AND POWERS OF THE ASSOCIATION**

This nonprofit corporation (hereafter "Association") does not contemplate pecuniary gain or profit to the Members thereof. It is formed to:

1. Provide for maintenance, preservation and architectural control and other responsibilities set forth in the Declaration of Covenants, Conditions and Restrictions for Palmer Village Duplexes (herein "Declaration"), recorded in the office of the Clerk and Recorder of El Paso County, Colorado, as amended and supplemented from time to time, which Declaration is incorporated herein as if set forth at length;
2. Promote the welfare and other interests of the residents within the Community;
3. Exercise all of the powers and perform all of the duties of the Association as permitted in the Governing Documents, the Act and the Colorado Revised Nonprofit Corporation Act;
4. Adopt and amend budgets for revenues, expenditures, and reserves, and fix, levy, collect and enforce payment, by any lawful means, of all charges and Assessments pursuant to the terms of the Governing Documents; and pay all expenses in connection therewith and all other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Common Areas, in its own name, in connection with the affairs of the Association;
5. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, encumber, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property or interests therein, in its own name, in connection with the affairs of the Association upon receipt of any approval of Members as may be required in the Declaration;
6. Borrow money and assign or pledge its right to receive future income including Assessments, mortgage, pledge, deed in trust, or hypothecate any or all Lots owned by it, and with the approval of Members, mortgage, pledge, deed in trust, or hypothecate any Common Areas or other real or personal property or interests therein as security for money borrowed or debts incurred;
7. Engage in activities which will actively foster, promote and advance the common interests of all Members;
8. Hire and terminate managers and other employees, agents, and independent contractors;
9. Institute, defend, or intervene in dispute resolution in its own name on behalf of itself or two or more Owners on matters affecting the Community, subject to the provisions of the Declaration;
10. Enforce covenants, restrictions, and conditions affecting the Lots to the extent authorized to do so under the Declaration;

11. Enter into, make, perform or enforce contracts, licenses, easements, leases and agreements of every kind and description, incur liabilities, and do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association with any person, firm, corporation or other entity or agency, public or private; provided, however, that the following contracts and leases, if entered into before the Board of Directors elected by Owners takes office subsequent to termination of the Period of Declarant Control, may be terminated without penalty by the Association at any time after such date, upon not less than ninety (90) days' notice to the other party:

- A. Any management contract, employment contract, or lease of recreational or parking areas or facilities;
- B. Any other contract or lease between the Association and Declarant or an affiliate of a Declarant; or
- C. Any contract or lease that is not bona fide or was unconscionable to the Owners at the time entered into under the circumstances then prevailing; and

12. Adopt, alter and amend or repeal such Bylaws, architectural guidelines, or Rules as may be necessary or desirable for the proper management of the affairs of the Community; provided, however, that they shall not be inconsistent with or contrary to any provision of these Articles of Incorporation, the Declaration, the Act or the Colorado Revised Nonprofit Corporation Act.

## ARTICLE II MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is annexed into the Community as provided in the Declaration, including contract sellers, shall be a Member of the Association. Acquisition by such Owner of an interest in a Lot shall be deemed such Owner's consent to admission as a Member, and such membership may not be terminated without divestiture of such interest in a Lot. Following termination of the Community, the membership shall consist of all former Owners entitled to distribution of proceeds under the Act or their heirs, personal representatives, successors or assigns. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

A transfer of membership shall occur automatically upon the transfer of title to the Lot to which the membership pertains. The Association may suspend the rights of a Member in compliance with the provisions of the Declaration.

## ARTICLE III VOTING RIGHTS

The Association will have one class of voting membership. Owners shall be allocated the number of votes as provided in the Declaration. Cumulative voting by Owners shall not be permitted. All Members shall be entitled to vote on all matters except any Members who are not in Good

Standing. During the Period of Declarant Control, except as may otherwise be provided in the Declaration, the Declarant or persons appointed by the Declarant may appoint and remove all officers and Directors. The Declarant may voluntarily surrender the right to appoint and remove officers and Directors before 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 Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

#### ARTICLE IV BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of three (3) Directors, as set forth in the Bylaws. During the Period of Declarant Control, any Director appointed by the Declarant need not be a Member. Except as provided in the preceding sentence, a Director must be a Member, or if the member is a limited liability company, partnership, corporation, trust or other type of entity, an authorized agent of such entity Member. The number of Directors may be changed by amendment of the Bylaws of the Association.

The Association shall indemnify its Directors to the fullest extent permitted by Colorado law. To the extent permitted by the Act, the personal liability of a Director to the Association or its Members for monetary damages for breach of fiduciary duty as a Director is eliminated; except that this shall not eliminate or limit the liability of a Director to the Association or to its Members for monetary damages due to any breach of the Director's duty of loyalty to the Association or due to its wanton or willful acts or omissions; acts specified in Section 7-128-403 C.R.S., as now in effect or hereafter amended; or any transaction from which the Director derived an improper personal benefit.

#### ARTICLE V DISSOLUTION

The Association may be dissolved by agreement of Members to which at least sixty-seven percent (67%) of the votes in the Association are allocated. Upon dissolution of the Association other than by merger or consolidation, the assets, both real and personal, of the Association, shall be distributed in accordance with the Act.

#### ARTICLE VII OFFICERS

The Board of Directors shall appoint such officers as required by the Bylaws. 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 VIII  
AMENDMENTS

Amendment of these Articles shall require the vote or agreement of Members to which at least sixty-seven percent (67%) of the votes are allocated who are present, in person or by proxy, at an annual meeting of the Members, or at a special meeting called for this purpose, at which a quorum is present; provided, however, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with any provision of the Declaration.

ARTICLE IX  
DEFINED TERMS

Capitalized terms herein shall have the same meaning as in the Declaration unless such terms are otherwise defined herein.