



# Colorado Secretary of State

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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.)

**The domestic entity name of the nonprofit corporation is** Urban Landing Homeowners Association, Inc.

**The principal office street address is**

2138 Flying Horse Club Drive  
Colorado Springs CO 80921  
US

**The principal office mailing address is**

2138 Flying Horse Club Drive  
Colorado Springs CO 80921  
US

**The name of the registered agent is** Elite Properties of America, Inc.

**The registered agent's street address is**

2138 Flying Horse Club Drive  
Colorado Springs CO 80921  
US

**The registered agent's mailing address is**

2138 Flying Horse Club Drive  
Colorado Springs CO 80921  
US

The person above has agreed to be appointed as the registered agent for this entity.

**The name(s) and address(es) of the incorporator(s)**

Elite Properties of America, Inc.  
2138 Flying Horse Club Drive  
Colorado Springs CO 80921  
US

**Voting members**

There are voting members for the nonprofit corporation.

**The distribution of assets for the nonprofit corporation:**

See Attachment.

**Additional information the person(s) forming this entity determined to include is attached.**

See Attachment.

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., and, if applicable, 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.

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

Jerald Richardson  
2138 Flying Horse Club Drive  
Colorado Springs CO 80921  
US

**ATTACHMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
URBAN LANDING HOMEOWNERS ASSOCIATION, INC.**

The following provisions are hereby attached to and made a part of the Articles of Incorporation of Urban Landing 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 Urban Landing, as amended, modified, supplemented, and changed from time to time (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 Nonprofit Corporation Act.

12. **Additional Provisions.**

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

12.2 **Restrictions Upon Association Powers.** This Association is not organized for profit. No HOA Member, HOA Director, 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 HOA Member of the HOA Board. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any HOA Member or HOA 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 HOA Member or HOA Director may, from time to time, be reimbursed for such person's actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

12.3 **HOA Board.** The management of the affairs of the Association shall be vested in an HOA Board. The number of HOA 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 **HOA Bylaws.** The initial Bylaws of the Association shall be as adopted by the HOA Board, which shall have the 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 consistent with the laws of the State of Colorado, the Declaration, or the Association Documents.

12.5 Indemnification of Officers, Directors, and Managing Agent.

12.5.1 Indemnification. The Association shall indemnify every one of its HOA Directors and officers, and their respective successors, estates, personal representatives and heirs, against all losses, costs and expenses, including without limitation reasonable attorneys' fees, 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 in 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 grossly negligent or engaged in willful misconduct in the performance of such person's 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 herein shall be deemed to obligate the Association to indemnify any Member or Owner 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 such person under and by virtue of such person's status as an HOA Member or HOA Owner under the Association Documents.

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

12.6 Capitalized Terms. Any capitalized terms not herein defined shall have the same meaning as set forth in the Bylaws of the Association or in the Declaration.