

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)

Boulder Creek Pinnacle LLC

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

Mailing address

712 Main St

(Street number and name or Post Office Box information)

Louisville CO 80027
(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 01/01/2014.
(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

<u>Conroy</u>	<u>Kristin</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>712 Main St</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Louisville</u>	<u>CO</u>	<u>80027</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u></u>	<u>United States</u>		
<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.

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).

**ATTACHMENT TO
ARTICLES OF INCORPORATION FOR A NONPROFIT CORPORATION FOR
PINNACLE CONDOMINIUM ASSOCIATION, INC.**

Section 6: A Description of the Distribution of Assets upon Dissolution

- 6.1 The Association may be dissolved with the assent given in writing and signed by the Members to which at least sixty-seven percent (67%) of the votes in the Association are allocated. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Section 7: Additional Information Pursuant to Section 7 of the Secretary of State Articles of Incorporation Form

- 7.1 In addition to its other powers, the Association may exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Condominium Declaration of Pinnacle Condominiums applicable to the Community and recorded or to be recorded in the Office of the Clerk and Recorder of Boulder County, Colorado, as the same may be amended, clarified and supplemented from time to time (the "**Declaration**"), said Declaration being incorporated herein as if set forth at length (terms which are defined in the Declaration shall have the same meanings herein unless otherwise defined).
- 7.2 There shall be no personal liability, either direct or indirect, of any director or officer of the Association to the Association or its Members, for monetary damages for any breach(es) of fiduciary duty as a director or officer; except that this provision shall not eliminate the liability of a director or officer, to the Association or its Members, for monetary damages for any breach, act, omission or transaction as to which the Colorado Revised Nonprofit Corporation Act in effect from time to time (hereinafter referred to as the "**Nonprofit Act**") expressly prohibits the elimination of liability. This provision is effective on the date of incorporation of the Association, and shall not eliminate or limit the liability of a director or officer to the Association or to its Members for monetary damages for any act or omission occurring prior to such date. However, this provision shall not limit the rights of directors or officers of the Association for indemnification or other assistance from the Association. Also, this provision shall not restrict or otherwise diminish the provisions of Section 13-21-116(2)(b), Colorado Revised Statutes, as amended, or any other law that would limit or eliminate liabilities. Any repeal or modification of the foregoing provisions of this Article, or any repeal or modification of the provisions of the Nonprofit Act, shall not adversely affect any elimination of liability, or any right or protection, for any breach, act, omission or transaction that occurred prior to the time of such repeal or modification.
- 7.3 The Association shall indemnify its directors and officers as now or hereafter required by the Nonprofit Act and/or CCIOA, and may indemnify its directors, officers, and employees, as otherwise permitted by law or as the Board of Directors may elect.

- 7.4 At any time after dissolution of the Association, the Board of Directors may reinstate the Association without action, approval or consent of the Members or Owners, unless such dissolution was done by the Owners as provided in Section 6.1 above.
- 7.5 Prior to termination of the Period of Declarant Control, these Articles of Incorporation may be amended by the Board of Directors. After termination of the Period of Declarant Control, these Articles of Incorporation may be amended with the approval of the votes of two-thirds (2/3) of a quorum of the Members at an annual or special meeting of the Members at which a quorum is present in person or by proxy; provided, however, prior to automatic termination of the Special Declarant Rights as provided in Section 1.29 of the Declaration (Special Declarant Rights), no amendment of these Articles of Incorporation shall be effective, without the prior, written approval of the Declarant. Notwithstanding the foregoing sentences, however, no amendment to these Articles of Incorporation shall be contrary to the Declaration. Further, amendments shall be applicable only to disputes, issues, circumstances, events, claims or causes of action, that arose out of circumstances or events that occurred after the Recording of such amendment; and no amendment shall be applied retroactively to any earlier occurring disputes, issues, events, circumstances, actions, claims or causes of action.
- 7.6 During the Period of Declarant Control, the following actions shall require the prior approval of HUD or VA if, at the time any such action is taken, HUD has insurance or VA has a guarantee(s) on one or more Security Interests and if either HUD or VA requires such approval: mergers and consolidations, except as provided in Section 3.11 of the Declaration; annexation of additional properties (if the Declarant desires to obtain VA or HUD approval of the property that is being annexed, and if HUD or VA require such approval); mortgaging of Common Elements; dissolution of the Association; or amendment of these Articles of Incorporation, except as provided in Sections 16.6.2 or 16.6.3 of the Declaration.
- 7.7 Notwithstanding anything to the contrary contained in the Governing Documents, to the extent not prohibited by applicable law, the Association may use technology or electronic means in completing its duties and responsibilities. In this regard, any reference in any of such documents to action, attendance, representation, notice, quorum, voting or acknowledgement, as well as any and all other matters, may be conducted by authenticated electronic activity and, to the extent not prohibited by applicable law, the provisions of all of such documents shall be deemed to include provisions which permit authenticated electronic activity.
- 7.8 In case of any conflict between the Declaration, these Articles of Incorporation or the Bylaws of the Association, and any Governing Document, the Declaration shall control. In the case of any conflict between these Articles of Incorporation, the Bylaws of the Association, and any Governing Document, these Articles of Incorporation shall control. In case of any conflict between the Bylaws of the Association and any Governing Document, other than the Declaration or these Articles of Incorporation, the Bylaws shall control.