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## Entity Detail



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**Name:** GREENS AT KISSING  
CAMELS ESTATES  
TOWNHOMES  
HOMEOWNERS  
ASSOCIATION, INC. (THE)

**Entity ID:** 20021127732

**Entity Type:** NONPROFIT CORPORATION

**Filing Date:** 05/13/2002

**Status:** GOOD

**State of  
Incorporation:** CO

**Term:** PERPETUAL

**Inactive Date:** N/A

**2002 Report:** Report not filed

**2002 Report  
Filing ID:** none

**Name  
Reservation  
Expires:** N/A

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### Registered Agent

**Name:**  
HARE DONALD C

**Physical Address:**  
3324 BISHOP PINE POINT  
COLORADO  
SPRINGS Colorado 80904

**PO Box:**  
None

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**ARTICLES OF INCORPORATION  
OF  
THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.  
NONPROFIT**

The undersigned person, acting as incorporator of a nonprofit corporation under the Colorado Revised Nonprofit Corporation Act (the "Act"), does hereby sign and deliver in duplicate to the Secretary of State of the State of Colorado these ARTICLES OF INCORPORATION.

**ARTICLE I**

Name

20021127732 C

\$ 50.00

SECRETARY OF STATE

The name of this corporation shall be **THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.** (the "Association").

**ARTICLE II**

Principal Office

The address of the Association's principal office is 3324 Bishop Pine Point, Colorado Springs, Colorado 80904.

**ARTICLE III**

Terms

Except as otherwise expressly provided herein, all capitalized terms used herein shall have the meanings set forth in the Declaration described below or, failing that, as set forth in the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-101 *et seq.*, as amended ("CCIOA").

**ARTICLE IV**

Duration

The term of existence of this Association is perpetual.

**ARTICLE V**

Purposes and Powers

The purposes and powers of the Association shall be as follows:

A. To be and constitute the "Association" to which reference is made in the Declaration of Covenants, Conditions, Restrictions and Easements for THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES and any supplement thereto (hereinafter called the "Declaration" and incorporated herein by this reference as if set forth at length) which has been recorded in the records of the Clerk and Recorder of El Paso County, Colorado (the "Common Interest Community"), and to perform all obligations and duties of the said

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Association, exercise all rights and powers of the said Association and to operate the Association in accordance with the requirements for an association of unit owners charged with the administration of certain real and personal property pursuant to CCIOA, including, without limiting the generality of the foregoing statement, the performance of the acts and services as a nonprofit corporation organized pursuant to the Act such as:

i. The acquisition, construction, management, supervision, care, operation, maintenance, renewal and protection of all real and personal property and facilities, installations and appurtenances thereto within the Common Interest Community and, insofar as permitted by law, to do any other thing that, in the opinion of the Association's Board of Directors, will promote the common benefit and enjoyment of the residents of the Common Interest Community, and to preserve and enhance the value of such properties of the members.

ii. The enforcement of any and all covenants, restrictions and agreements applicable to the Common Interest Community, including but not limited to those set forth in the Declaration, as the same may be amended from time to time.

iii. The preparation of 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 (iii); the apportionment of these estimated costs and expenses among the Owners; and the collection of these costs and expenses from the Owners obligated to assume or bear the same; and the borrowing of money for the Association's purposes, pledging as security the income due from Owners and from others, the property of the Association and the Common Elements of the Common Interest Community.

iv. The promulgation and enforcement of any and all covenants, restrictions, rules and regulations and agreements applicable to the Common Interest Community.

B. To perform or cause to be performed all other and 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.

C. To engage or retain a manager or managing agent, legal counsel, auditors, accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities described in these Articles of Incorporation.

D. 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.

E. To promote the health, safety, welfare and common benefit of the residents of the Common Interest Community and to act as attorney-in-fact for all Owners as more particularly provided in the Declaration and Colorado law.

F. 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 under CCIOA, the Declaration, the Bylaws of the Association, and the State of Colorado.

G. To suspend voting and membership rights for violation of provisions of the Declaration or other Association Documents upon written notice to the member/Owner which notice and procedure is acknowledged by all member/Owners to be fair and reasonable.

H. To eliminate or limit liability of members of the Board of Directors, committees and officers to the greatest extent allowed by applicable Colorado law, and as more particularly provided in the Bylaws of the Association.

I. 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 nonprofit corporation organized pursuant to the Act, as the same may be amended from time to time.

The foregoing statements of purpose shall be construed as statements of both purposes 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 VI

### Membership Rights and Qualifications

The Association shall be a membership corporation without certificates or shares of stock. Every Owner of a Townhome Lot in the Common Interest Community shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Townhome Lot. The vote to which each membership is entitled is the number of votes assigned to the Townhome Lot in the Declaration of the Common Interest Community and shall be cast in accordance with the Bylaws of the Association. The Declaration and the Bylaws of the Association may contain further provisions relating to the rights, privileges, duties and responsibilities of members.

## ARTICLE VII

### Initial Registered Office and Agent

The initial registered office of the Association shall be located at 3324 Bishop Pine Point, Colorado Springs, Colorado 80904. The initial registered agent at such office shall be Donald C. Hare. Either the registered office or the registered agent may be changed in the manner provided by law.

## ARTICLE VIII

### Amendment

Amendments to these Articles of Incorporation shall be adopted, if at all, in the manner set forth in the Bylaws of the Association; provided, however, no amendment to these Articles of Incorporation shall be contrary to or inconsistent with the provisions of the Declaration.

## ARTICLE IX

### Non-Profit Purposes

The Association shall be a nonprofit corporation, without shares of stock. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members.

**ARTICLE X****Dissolution**

Upon dissolution, all of the assets of the Association shall be distributed in accordance with the Act.

**ARTICLE XI****Indemnification**

The Association may indemnify any person as provided in the Act, and shall indemnify its directors, officers, employees, fiduciaries, and agents as required by the Act. The Association and the indemnified party shall satisfy the requirements of the Act for any such indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under these Articles of Incorporation or any bylaw, agreement, vote of members or disinterested directors, or otherwise, and any procedure provided for by any of the foregoing, both as to action in official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, fiduciary or agent and shall inure to the benefit of heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the Association or who is or was serving at the request of the Association as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under provisions of this Article.

**ARTICLE XII****Limitation of Director Liability**

To the fullest extent permitted by law, no director of the Association shall be personally liable to the Association or to its members for monetary damages for breach of fiduciary duty as a director.

**ARTICLE XIII****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, the terms of the Declaration shall control over these Articles of Incorporation. In the event of a conflict between the Association's Bylaws and these Articles, these Articles shall control.

ARTICLE XIV

Incorporator

The name and address of the incorporator is as follows:

Stuart W. McKinlay  
6 South Tejon Street, Suite 650  
Colorado Springs, CO 80903

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Colorado, the undersigned, constituting the Incorporator of the Association, has executed these Articles of Incorporation this 9<sup>th</sup> day of May, 2002.

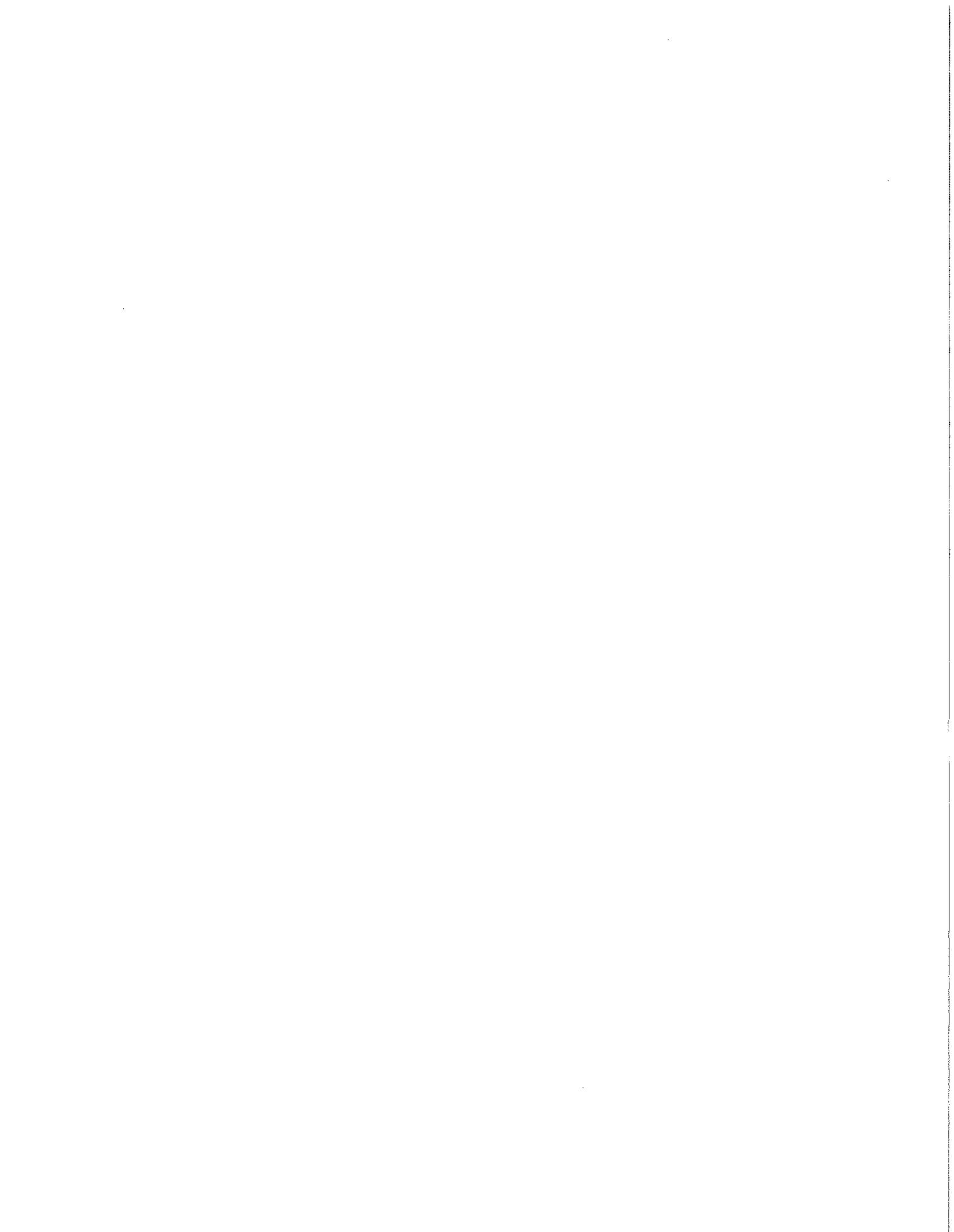
  
Stuart W. McKinlay

REGISTERED AGENT'S CONSENT TO APPOINTMENT

The undersigned consents to appointment as the initial Registered Agent of THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

  
Donald C. Hare

Date: May 9, 2002



**-ORGANIZATIONAL MINUTES-**

**ACTION TAKEN BY THE INITIAL BOARD OF DIRECTORS OF  
THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.**

Pursuant to the provisions of the Colorado Revised Nonprofit Corporation Act, as amended, the following actions were taken by the initial Board of Directors of THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation (the "Association"), by the unanimous written consent of each member of the initial Board of Directors of the Association:

1. RESOLVED, that the incorporator of the Association, Stuart W. McKinlay, be and hereby is forever discharged and indemnified by the Association from and against any expense or liability actually incurred by him to any third party(ies) by reason of having been the incorporator of the Association; and

FURTHER RESOLVED, that the actions of the incorporator, as set forth in those certain Organizational Minutes adopted February 10, 2003, be and hereby are ratified and confirmed.

2. RESOLVED, that the Association's Board of Directors be initially composed of three members, and that the appointment of those persons designated by the Declarant and identified in those certain Organizational Minutes adopted by the Incorporator of the Association effective February 10, 2003, be, and hereby is, ratified, confirmed and approved, to wit:

Donald C. Hare  
Bud Ingels  
Floyd M. Wilkerson

3. RESOLVED, that the following persons be and hereby are elected as officers of the Association to serve in the capacities set forth opposite their respective names until the first annual meeting of the Board of Directors and until their successors shall have been duly elected and qualified:

<u>NAME</u>	<u>TITLE</u>
Donald C. Hare	President
Bud Ingels	Vice President
Floyd M. Wilkerson	Secretary/Treasurer



4. RESOLVED, that the Secretary be and hereby is authorized and directed to purchase a minute book, stock certificates and such stationery as, in the judgement of the President, may be necessary for the transaction of business of the Association; and  
  
FURTHER RESOLVED, that the Treasurer be and hereby is authorized to pay all fees and expenses incident to and necessary for the organization of the Association.
5. RESOLVED, that the proper officers of the Association be, and they hereby are, authorized and directed to adopt the period January 1 through December 31 as the Association's fiscal year.
6. RESOLVED, that the Association obtain a federal employer identification number if so advised by tax counsel.
7. RESOLVED, that a corporate seal bearing the words, "THE GREENS AT KISSING CAMELS ESTATES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.," and identified by the impression thereof in the margin of this page, be and hereby is adopted by the Association.
8. RESOLVED, that the Western National Bank in Colorado Springs, Colorado be and it is hereby designated the depository of the Association; and that the customary forms of resolution of said bank conferring banking and borrowing authority upon certain of the Association's officers be and they are hereby adopted; and that a copy of such resolution be placed in the Association's minute book.
9. RESOLVED, that the Association pay to KCPOA from time to time such dues and assessments as may be reasonably assessed by KCPOA for common expenses incurred by KCPOA in connection with services rendered from time to time by KCPOA for the benefit of all owners of properties in the "Corporate Area", as such term is defined in the Covenants.
10. RESOLVED, that Donald C. Hare, Bud Ingels and Floyd W. Wilkerson be, and they hereby are, appointed to constitute the Architectural Control Committee of the Board, with full authority to act on its behalf pursuant to the terms of the Bylaws of the Association and the Declaration of Covenants, Conditions, Restrictions and Easements for the Greens at Kissing Camels Estates Townhomes (the "Covenants"); and

FURTHER RESOLVED, that, by a majority vote of its members, and as provided by the Covenants and the Bylaws of the Association, the Architectural Control Committee may appoint a representative with full authority to act on its behalf.

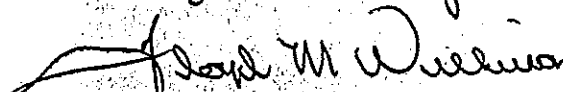
11. RESOLVED, that the foregoing actions shall be effective as of February 10, 2003.

These consent minutes may be executed in counterparts, and the execution hereof shall constitute the waiver by the undersigned of any prior notice, as may be required by law, of the actions taken herein.

**DIRECTORS:**

  
Donald C. Hare

  
Bud Ingels

  
Floyd M. Wilkerson