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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
The Saddle Ridge of Fort Collins Merged Association

(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 5619 DTC Pkwy, #900
(Street number and name)

Greenwood Village CO 80111
(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) (Last) (First) (Middle) (Suffix)

OR

(if an entity) Hammersmith Data Management, Inc.
(Caution: Do not provide both an individual and an entity name.)

Street address 5619 DTC Pkwy, #900
(Street number and name)

Greenwood Village CO 80111
(City) (State) (ZIP Code)

Mailing address
(leave blank if same as street address) _____
(Street number and name or Post Office Box information)

_____ CO _____
(City) (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) HindmanSanchez P.C.
(Caution: Do not provide both an individual and an entity name.)

Mailing address 5610 Ward Road, Ste. 300
(Street number and name or Post Office Box information)

Arvada CO 80002
(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.)

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. *(The following statement is adopted by marking the box.)*

Provisions regarding the distribution of assets on dissolution are included in an 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:

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

<u>Firmin</u>	<u>David</u>	<u>A.</u>	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<u>HindmanSanchez P. C.</u>			
<i>(Street number and name or Post Office Box information)</i>			
<u>5610 Ward Road, Ste. 300</u>			
<u>Arvada</u>	<u>CO</u>	<u>80002</u>	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
<u></u>	<u>United States</u>		
<i>(Province – if applicable)</i>	<i>(Country)</i>		

(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 MERGER
CONSOLIDATING
THE SADDLE RIDGE OF FT COLLINS COMMUNITY ASSOCIATION
AND
THE SADDLE RIDGE OF FT. COLLINS CONDOMINIUM ASSOCIATION
INTO
THE SADDLE RIDGE OF FORT COLLINS MERGED ASSOCIATION**

These Articles of Merger are entered into this 20 day of July, 2011, between "The Saddle Ridge of Ft. Collins Community Association," a Colorado nonprofit corporation, and "The Saddle Ridge of Ft. Collins Condominium Association," a Colorado nonprofit corporation.

ARTICLE 1—Articles of Incorporation

The Articles of Incorporation of the Association (as "Association" is defined below) shall be as stated in this Article 1:

FIRST—Name. The name of the Association is: The Saddle Ridge of Fort Collins Merged Association (the "Association").

SECOND—Duration. The duration of the Association shall be perpetual.

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

FOURTH—Purposes and Powers of Association. The purposes for which the Association is formed are as follows, and all capitalized terms shall be defined as set forth in the Colorado Common Interest Ownership Act, § 38-33.3-101 *et seq.*, C.R.S.:

- (a) To operate, maintain, enforce the separate covenants of, levy assessments, and perform such other obligations of the communities known as "Saddle Ridge Condominiums" and "Saddle Ridge" as those communities currently exist (collectively, the "Communities"), and as they may be combined by amendment of the current Declarations, located in Larimer County, Colorado, for the purposes of enhancing and preserving the value of the properties of the Members and pursuant to and consistent with the Merger Plan and Agreement - Effecting a Merger of The Saddle Ridge of Ft. Collins Condominium Association and The Saddle Ridge of Ft. Collins Community Association (the "Merger Plan and Agreement") entered into by these Communities.

(b) To retain a managing agent, counsel, auditors, accountants, appraisers and other persons or services that may be necessary for or incidental to any of the activities of the Association.

(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 and occupants of the two Communities and of the Merged Community.

(e) To eliminate or limit the personal liability of Directors of the Association or to the Members for monetary damages for breach of fiduciary duty as Directors, as allowed by 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 Association under the applicable provisions of the Colorado Common Interest Ownership Act as apply to existing Common Interest Communities, the Declarations, the Bylaws, and the laws applicable to a nonprofit corporation of the State of Colorado.

The foregoing statements of purpose shall be construed as a statement 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.

FIFTH--Membership Rights and Qualifications.

(a) The classes, rights and qualifications and the manner of election or appointment of Members are as follows: Any person who holds title to a Unit in either of the two separate Communities or the Merged Community shall be a Member of the Association. There shall be one membership for each Unit owned. The Members shall be of one class of Unit Owners. Directors shall be elected as set forth in the Merger Plan and Agreement until an annual meeting of the Members is held.

(b) Membership shall be automatically transferred upon the conveyance of that Unit. The vote to which each membership is entitled is one. If a Unit is owned by more than one person, those persons shall agree among themselves how a vote for that Unit's membership is to be cast. Individual co-Owners may not cast fractional votes. A vote by a co-owner for the entire Unit's membership

interest shall be deemed to be pursuant to a valid proxy, unless another co-Owner of the same Unit objects at the time the vote is cast, in which case such membership's vote shall not be counted.

SIXTH--Principal Office and Registered Agent/Office. The initial registered agent of the Association shall be Hammersmith Data Management, Inc. at the registered address of 5619 DTC Pkwy, #900, Greenwood Village, CO 80111. The principal office shall be c/o Hammersmith Data Management, Inc. at the registered address of 5619 DTC Pkwy, #900, Greenwood Village, CO 80111.

SEVENTH--Executive Board. The business and affairs of the Association shall be conducted, managed and controlled by an Executive Board. The Executive Board may consist of any number between three and five persons. This number is set forth in the Bylaws and may be changed by a duly adopted amendment to the Bylaws.

EIGHTH--Amendment. Amendment of these Articles shall require the assent of at least a majority of the Members present and voting, in person or by proxy, at a regular or special meeting of the Members at which a quorum is present.

NINTH--Dissolution. In the event of the dissolution of the Association as a corporation, either voluntarily or involuntarily by the Members hereof, by operation of law or otherwise, then the assets of the Association shall be distributed in accordance with the Colorado Revised Nonprofit Corporation Act.

TENTH--Interpretation. Express reference is hereby made to the terms and provisions of the existing Declarations, 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 Declarations shall control over these Articles, except with regard to reference to "the Association" or "an Association" in the Declarations. If the terms of the two Declarations conflict, the terms of the Merger Plan and Agreement shall control. In the event of a conflict between the Declarations not addressed by the Merger Plan and Agreement, the terms of the Colorado Common Interest Ownership Act shall apply.

ARTICLE 2--Approvals

(a) Saddle Ridge Condominiums. These Articles of Merger were duly authorized and advised by a duly adopted resolution declaring that a merger substantially upon the terms and conditions set forth in these Articles of Merger was advisable, and by which resolution the Board directed submission of these Articles of Merger to the Members for approval by written ballot. The action by written ballot was mailed to each Member in compliance with Colorado law, and included information stating that the purpose of the proposed action by written ballot would be to take action on these Articles of Merger. The Articles of Merger were duly submitted to and approved by at least 67% of the Members of The Saddle Ridge of Ft. Collins Condominium Association on June 1, 2011.

(b) Saddle Ridge. These Articles of Merger were duly authorized and advised by a duly adopted resolution declaring that a merger substantially upon the terms and conditions set forth in these Articles of Merger was advisable, and by which resolution the Board directed submission of these Articles of Merger to the Members for approval by written ballot. The action by written ballot was mailed to each Member in compliance with Colorado law, and included information stating that the purpose of the proposed action by written ballot would be to take action on these Articles of Merger. The Articles of Merger were duly submitted to and approved by at least 67% of the Members of The Saddle Ridge of Ft. Collins Community Association on June 1, 2011.

ARTICLE 3--Effectiveness of the Merger

Upon the effective date of the merger:

A. The separate existences of The Saddle Ridge of Ft. Collins Condominium Association and The Saddle Ridge of Ft. Collins Community Association shall cease.

B. The membership of Unit Owners in The Saddle Ridge of Ft. Collins Condominium Association and The Saddle Ridge of Ft. Collins Community Association shall cease and shall be converted into membership in The Saddle Ridge of Fort Collins Merged Association.

C. All the property, rights, privileges, powers and franchises, of The Saddle Ridge of Ft. Collins Community Association and The Saddle Ridge of Ft. Collins Condominium Association of whatever nature and description, of a public as well as of a private nature, shall be transferred to, vest in and devolve upon the Association without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest of The Saddle Ridge of Ft. Collins Community Association and The Saddle Ridge of Ft. Collins Condominium Association shall be thereafter as effectually the property of The Saddle Ridge of Fort Collins Merged Association as they were of The Saddle Ridge of Ft. Collins Community Association and The Saddle Ridge of Ft. Collins Condominium Association.

D. On and after the effective date of the merger, all debts, obligations, liabilities and duties of The Saddle Ridge of Ft. Collins Community Association and The Saddle Ridge of Ft. Collins Condominium Association shall thenceforth attach to The Saddle Ridge of Fort Collins Merged Association, and may be enforced against it to the same extent as if said debts, obligations, liabilities and duties had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against The Saddle Ridge of Ft. Collins Community Association and The Saddle Ridge of Ft. Collins Condominium Association may be prosecuted to judgment or decree as if the merger had not taken place, or the Association, upon the motion of The Saddle Ridge of Fort Collins Merged Association or of any party, may be substituted as a party in place of The Saddle Ridge of Ft. Collins Community Association and The Saddle Ridge of Ft. Collins Condominium Association as the case may be, and any such judgment or decree against The Saddle Ridge of Ft. Collins Community Association and The Saddle Ridge of

Ft. Collins Condominium Association shall constitute a lien upon the property of The Saddle Ridge of Fort Collins Merged Association.

E. On and after the effective date of the merger the title to any real estate shall not revert or be in any way impaired by reason of the merger, but all rights of creditors and all liens upon any property of The Saddle Ridge of Ft. Collins Community Association and The Saddle Ridge of Ft. Collins Condominium Association shall be preserved unimpaired. Notwithstanding the provisions of this Article, confirmatory deeds, assignments or other like instruments, when deemed desirable to evidence such transfer, vesting or devolution of any property, right, privilege or franchise, may at any time, or from time to time, be made and delivered in the name of The Saddle Ridge of Ft. Collins Community Association and The Saddle Ridge of Ft. Collins Condominium Association as the case may be, by the last acting officers thereof, or by the appropriate officer of The Saddle Ridge of Fort Collins Merged Association.

ARTICLE 4--Potential for Abandonment of the Merger

Anything herein contained to the contrary notwithstanding, the proposed merger herein set forth may be abandoned at any time prior to the effective date of merger, (i) by The Saddle Ridge of Ft. Collins Community Association or The Saddle Ridge of Ft. Collins Condominium Association, by resolution of its Board of Directors, for any reason whatsoever, or (ii) by The Saddle Ridge of Ft. Collins Community Association and The Saddle Ridge of Ft. Collins Condominium Association, each acting by its Board of Directors, by mutual consent, for any reason. Further, the proposed merger shall be deemed abandoned if these Articles of Merger are not filed by December 31, 2011.

ARTICLE 5--Effective Date

The merger referred to herein shall become effective upon the issuance of a certificate of merger by the Secretary of State of Colorado.

IN WITNESS WHEREOF, The Saddle Ridge of Ft Collins Community Association and The Saddle Ridge of Ft. Collins Condominium Association, the parties to the merger, have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by their respective Presidents and attested by their respective Secretaries, the day and year first above written. Further, the undersigned hereby acknowledge, in the name and on behalf of said corporations, the foregoing Articles of Merger are the corporate act of said corporations and further certify that, to the best of their knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

**THE SADDLE RIDGE OF FT. COLLINS
COMMUNITY ASSOCIATION,**
a Colorado non-profit corporation

By: *[Signature]*
Name: Danielle Fake
Title: President

ATTEST:

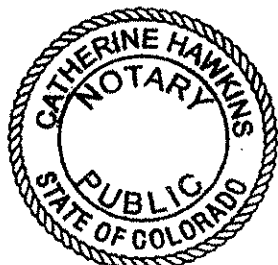
Betty Morris
Secretary

STATE OF COLORADO)
CITY/COUNTY OF Larimer) ss.

The foregoing Articles of Merger were acknowledged before me this 20 day of July, 2011, by Danielle Fake, as President and Betty Morris, as Secretary of The Saddle Ridge of Ft. Collins Community Association who, under oath, state that the matters and facts set forth therein with respect to authorization and approval are true in all material respects to the best of his/her knowledge and belief.

Witness my hand and official seal.
My commission expires: 02/04/2012

[Signature]
Notary Public



My Commission Expires 02/04/2012

**THE SADDLE RIDGE OF FT. COLLINS
CONDOMINIUM ASSOCIATION,**
a Colorado non-profit corporation

By: *Danielle Fake*
Name: *Danielle Fake*
Title: President

ATTEST:

Betty Morris
Secretary

STATE OF COLORADO)
CITY/COUNTY OF *Larimer*) ss.

The foregoing Articles of Merger were acknowledged before me this 20 day of July, 2011, by Danielle Fake, as President and Betty Morris, as Secretary of Secretary of The Saddle Ridge of Ft. Collins Condominium Association who, under oath, stated that the matters and facts set forth therein with respect to authorization and approval are true in all material respects to the best of his/her knowledge and belief.

Witness my hand and official seal.
My commission expires: 02/04/2012.



My Commission Expires 02/04/2012

Catherine Hawkins
Notary Public

The name and mailing address of the individual who causes this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused is: David A. Firmin, HindmanSanchez, P.C., 5610 Ward Road., Arvada, CO 80002.