

**NONPROFIT**

**ARTICLES OF INCORPORATION  
OF  
ROCKY MOUNTAIN VILLAGE MASTER ASSOCIATION, INC.**

The undersigned hereby signs and acknowledges, for delivery in duplicate to the Secretary of State of Colorado, these Articles of Incorporation for the purpose of forming a nonprofit corporation under the Colorado Nonprofit Corporation Act ("Act").

**I. NAME**

The name of this corporation shall be **ROCKY MOUNTAIN VILLAGE MASTER ASSOCIATION, INC.** (the "Master Association").

**II. DURATION**

The period of duration of the Master Association shall be perpetual.

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**III. PURPOSES**

The Master Association is organized to be and constitutes the Master Association to which reference is made in the Master Declaration of Covenants, Conditions and Restrictions for Rocky Mountain Village ("Declaration"). The Declaration was executed by McWhinney Holding Company, L.L.C., a Colorado limited liability company ("Declarant"). The Declaration is recorded in the office of the Clerk and Recorder of Larimer County, Colorado. All capitalized terms used herein shall have the same meanings as used in the Declaration, unless otherwise defined herein.

The Declaration relates to real property in Larimer County, Colorado, which is or may become subject to the Declaration (the "Annexed Property").

The Master Association is not organized in contemplation of pecuniary gain or profit to Members.

Specific purposes for which the Master Association is organized are:

(a) To exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Master Association as set forth in the Declaration or in any amendment to the Declaration.

(b) To provide for maintenance, preservation and architectural control of the Annexed Property, including Lots and Common Areas within the Annexed Property.

(c) To promote, foster and advance the health, safety and welfare of Owners within the Annexed Property.

(d) To fix, levy, collect and enforce payment of, by any lawful means, assessments and other amounts payable by or with respect to Owners of Lots within the Annexed Property as provided in the Declaration.

(e) To manage, control, operate, maintain, repair and improve the Common Areas, and to perform services and functions for or relating to the Annexed Property, all as provided in the Declaration.

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(f) To enforce the covenants, restrictions, conditions and equitable servitudes affecting the Annexed Property.

(g) To make and enforce rules and regulations with respect to the use of Lots, Common Areas and Lot Common Areas within the Annexed Property as provided in the Declaration.

(h) To establish and maintain the Annexed Property as property of the highest quality and value, and to enhance and protect its value, desirability and attractiveness.

Each purpose specified herein is an independent purpose and is not to be restricted by reference to or inference from the terms of any other purpose.

#### IV. POWERS

The Master Association shall have all of the powers which a nonprofit corporation may exercise under the Act and the laws of the State of Colorado in effect from time to time.

#### V. REGISTERED OFFICE AND AGENCY

The initial registered office in the State of Colorado of the Master Association shall be at 200 E. 7th Street, Suite 314, Loveland, Colorado 80537, and the initial registered agent of the Master Association upon whom process may be served is ~~McWhinney Enterprises, Attn: Chad McWhinney~~ at the same address. The registered office and registered agent may be changed, without amendment of these Articles of Incorporation, as provided by statute.

#### VI. BOARD OF DIRECTORS

The business and affairs of this corporation and the management thereof shall be vested in the Board of Directors consisting of not less than three (3) and not more than three (7) member(s) who need not be Members of the Master Association. The duties, qualifications, number and term of Directors and the manner of their election, appointment and removal shall be as set forth in the Bylaws.

The number of the first Board of Directors shall be three. The names and addresses of the persons who are to serve as the initial Directors are as follows:

Name	Address
Derek C. McWhinney	200 East Seventh Street, Suite 314 Loveland, Colorado 80537
Chad McWhinney	200 East Seventh Street, Suite 314 Loveland, Colorado 80537
Troy McWhinney	200 East Seventh Street, Suite 314 Loveland, Colorado 80537

#### VII. MEMBERS

**Members.** A "Member," as defined in the Declaration, is the Person, or if more than one, all Persons collectively, who constitute the Owner of a Lot, including, but not limited to, Declarant.

**Memberships Appurtenant to Lots.** Each Membership shall be appurtenant to the fee simple title to a Lot. The Person or Persons who constitute the Owner of fee simple title to a Lot shall automatically be the holder of the Membership appurtenant to that Lot and the Membership shall automatically pass with fee simple title to the Lot.

**Voting Rights of Members.** The Master Association shall have two (2) classes of voting membership unless and until the Class B Member no longer exists, thereafter there shall be only one (1) class of Members:

Class A: Class A Members shall be all of the Owners including Declarant. Class A Members shall be entitled to one (1) vote for each 100 square feet of real property within such Owner's Lot. When more than one (1) person shall hold an ownership interest or interests in any Lot all such persons shall be Members, and the vote(s) provided for herein as a result of such joint ownership shall be exercised among themselves as they shall determine.

Class B: Declarant shall be the sole Class B Member and shall be entitled to five (5) votes for each 100 square feet of real property within any Lot(s) owned by Declarant. The Class B membership shall cease and terminate upon the first to occur of the following: (a) when Declarant or any affiliate or subsidiary of Declarant no longer owns or occupies any portion of the Annexed Property; or (b) at such time as Declarant voluntarily relinquishes or is deemed to have relinquished its role as Declarant.

#### **VIII. PROXY VOTING**

A Member shall be entitled to vote in person and may be authorized as provided in the Bylaws of the Master Association to vote by proxy on any matters on which such Members are entitled to vote.

#### **IX. CUMULATIVE VOTING**

Cumulative voting by Members in the election of Directors shall not be permitted.

#### **X. BYLAWS**

The Master Association shall have the power to make and alter Bylaws, not inconsistent with these Articles of Incorporation, the Declaration or the laws of the State of Colorado, for the administration and regulation of the affairs of the Master Association. The initial Bylaws of the Master Association shall be adopted by the Board of Directors. The power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Members.

#### **XI. AMENDMENT OF ARTICLES**

The Master Association may amend these Articles of Incorporation from time to time in accordance with the Act by vote of the Members, but only so long as the Articles of Incorporation as amended contain such provisions as are lawful under the Act and are not contrary to or inconsistent with any provision of the Declaration. In the event of a conflict between the terms and provisions of these Articles and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall govern and control. In the event of a conflict between the terms and provisions of these Articles and the terms and provisions of the Bylaws adopted by the Master Association, the terms and provisions of the Articles shall govern and control.

**XII. DISSOLUTION**

In the event of dissolution of the Master Association, the Common Elements shall, to the extent permitted by law and where reasonably possible, be conveyed or transferred to an appropriate governmental or quasi-governmental agency or agencies, or to a nonprofit corporation, association, trust or other organization, to be used for the common benefit of Owners for similar purposes for which the particular Common Elements were held by the Master Association. To the extent the foregoing is not possible, the Common Elements shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed first for the payment of debts and obligations incurred by the Master Association in accordance with the provisions of the Declaration relating to dissolution of the Master Association.

**XIII. LIMITATION OF LIABILITY**

The Master Association, Directors, Officers, Declarant, Design Review Committee, and any Member, agent or employee of any of the same, shall not be liable to any person for any action taken or for any failure to act if the action taken or failure to act was not a breach of the duty of loyalty, was done in good faith, and did not result in an improper personal benefit to the party taking such action or failing to act.

**XIV. INCORPORATOR**

The name and address of the Incorporator is as follows:

Name	Address
Chad McWhinney	200 East Seventh Street, Suite 314 Loveland, Colorado 80537

IN WITNESS WHEREOF, these Articles are executed this 2 day of July, 1996.

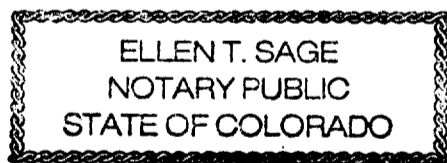
Chad McWhinney  
Chad McWhinney *agent*

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF Lacimer     )

The foregoing instrument was acknowledged before me this 2nd day of July, 1996, by Chad McWhinney.

WITNESS my hand and official seal.

My commission expires: 8-6-97



Ellen T. Sage  
Notary Public