

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
FOR  
CENTERRA RESIDENTIAL COMMUNITY ASSOCIATION, INC.  
(A Nonprofit Corporation)**

The undersigned signs and acknowledges, for delivery to the Secretary of State of Colorado, these Amended and Restated Articles of Incorporation under the Colorado Revised Nonprofit Corporation Act.

**RECITALS**

Centerra Residential Community Association, Inc., a Colorado nonprofit corporation ("Association"), certifies to the Secretary of State of Colorado that:

By their signature below, the President and Secretary of the Board of Directors certify these Amended and Restated Articles of Incorporation received the approval and consent of the Executive Board and the members of the Association holding at least sixty-seven percent (67%) of the voting interest in the Association in attendance in person or by proxy, or by written ballot, at a meeting of the members at which a quorum is present;

The provisions set forth in these Amended and Restated Articles of Incorporation supersede and replace the existing Articles of Incorporation and all amendments;

The Association desires to amend and restate its Articles of Incorporation currently in effect as set forth below and that the Articles of Incorporation of the Association are hereby amended by striking in their entirety Articles I through XII, inclusive, and by substituting the following:

**ARTICLE 1.  
NAME**

The name of the corporation is Centerra Residential Community Association, Inc. (the "Association").

**ARTICLE 2.  
DURATION**

The duration of the Association shall be perpetual.

**ARTICLE 3.  
DEFINITIONS**

The definitions set forth in the Declaration of Covenants, Conditions and Restrictions for the Centerra Residential Community, as may be amended, ("Declaration") shall apply to all capitalized terms contained in these Articles, unless otherwise noted or the context provides otherwise.

**ARTICLE 4.  
NONPROFIT**

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

**ARTICLE 5.  
PURPOSES AND POWERS OF ASSOCIATION**

The purposes for which the Association is formed are as follows:

- (a) To operate and manage the common interest community known as "Centerra Residential," a planned community, and to operate and manage the Property and Common Elements included within the Community, situated in Larimer County, State of Colorado, subject to the Declaration, Maps, Bylaws and such Rules and Regulations as the Board of Directors may from time to time adopt, for the purposes of enhancing and preserving the value of the Property;
- (b) To maintain Centerra Residential as a community of the highest quality and value, and to enhance and protect the Property's value, desirability and attractiveness;
- (c) To perform all acts and services and exercise all powers and duties in accordance with the requirements for an association of owners charged with the administration of the Property under the terms of the Colorado Common Interest Ownership Act, as amended (the "Act"), and as set forth in the Declaration;
- (d) To act for and on behalf of the Members of the Association in all matters deemed necessary and proper for the protection, maintenance and improvement of the lands and improvements owned by the Members and this Association;
- (e) To provide for administration, maintenance, preservation, improvement and architectural review as contained in the Declaration;
- (f) To promote, foster and advance the health, safety and welfare of the residents;

(g) To eliminate or limit the personal liability of Directors to the Association or to the Members for monetary damages for breach of fiduciary duty, as allowed by law; and

(h) To do any and all permitted acts suitable or incidental to any of the foregoing purposes and objects to the fullest extent permitted by law, and do any and all acts that, in the opinion of the Board, will promote the common benefit and enjoyment of the occupants, residents within the Centerra Residential Community, and to have and to exercise any and all powers, rights and privileges which are granted under the Act, the Declaration, 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.

**ARTICLE 6.  
MEMBERSHIP RIGHTS AND QUALIFICATIONS**

There shall be one membership for each Lot or Unit owned within the Community. This membership shall be automatically transferred upon the conveyance of that Lot or Unit. The authorized number and qualifications of Members of the Association, the voting and other rights and privileges of Members, Members' liability for Assessments, and the method of collection of Assessments shall be contained in the Declaration, the Articles of Incorporation and Bylaws of the Association.

**ARTICLE 7.  
PRINCIPAL OFFICE AND REGISTERED AGENT**

The current principal office of the Association is 390 Interlocken Crescent, Suite 500, Broomfield, CO 80021. The current registered agent of the Association is Todd Fackler at the registered address of 390 Interlocken Crescent, Suite 500, Broomfield, CO 80021. The principal office and the registered agent and office of the Association may change from time to time, by action of the Board of Directors.

**ARTICLE 8.  
EXECUTIVE BOARD**

The business and affairs of the Association shall be conducted, managed and controlled by a Board of Directors (Executive Board). The Executive Board may consist of any number from three (3) to five (5) persons. This number is set forth in the Bylaws and may be changed by a duly adopted amendment to the Bylaws.

**ARTICLE 9.  
NO DIRECTOR LIABILITY**

To the fullest extent permitted by Colorado law, a member of the Executive Board of the Association shall not be liable to the Association or its members for monetary damages for breach of fiduciary duty as a member of the Executive Board, subject to the Colorado Common Interest Ownership Act.

**ARTICLE 10.  
INDEMNIFICATION**

To the fullest extent permitted by Colorado law, the Association shall indemnify the officers and members of the Executive Board of the Association, and the members of any of the committees of the Association, as more particularly clarified in the Bylaws of the Association.

**ARTICLE 11.  
AMENDMENT**

Amendment of these Articles shall require the assent of 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; *provided, however*, that no amendment to these Articles of Incorporation shall be contrary to or inconsistent with the provisions of the Declaration.

**ARTICLE 12.  
DISSOLUTION**

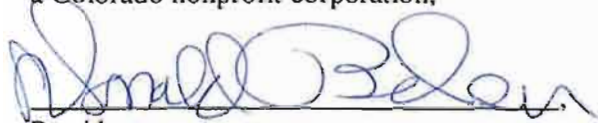
In the event of the dissolution of the Association as a corporation, either voluntarily or involuntarily by the Members, by operation of law, or otherwise, the assets of the Association shall be distributed in accordance with the Colorado Revised Nonprofit Corporation Act.

**ARTICLE 13.  
INTERPRETATION**

The terms and provisions of the Declaration are incorporated by reference when necessary to interpret, construe or clarify the provisions of these Articles. In the event of conflict, the terms and provisions of the Declaration shall control over these Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned has signed these Amended and Restated Articles of Incorporation on this 15th day of OCTOBER, 2012.

**CENTERRA RESIDENTIAL  
COMMUNITY ASSOCIATION, INC.,**  
a Colorado nonprofit corporation,

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

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: Melissa M. Garcia, HindmanSanchez P.C., 5610 Ward Road, Suite 300, Arvada, CO 80002-1310.