

**ATTACHMENT TO E-FILED
ARTICLES OF INCORPORATION
WREN HOUSE CONDOMINIUM ASSOCIATION
A Colorado Nonprofit Corporation**

Article 1. Purposes and Powers.

1.1. The Corporation is organized as that certain Wren House Condominium Association ("Association") referred to in the Condominium Declaration for Wren House Condominiums ("Declaration") executed on August 24, 1976, and recorded August 26, 1976, at Reception No. 144560, beginning in Book 248 at Page 316, in the records of the Clerk and Recorder of Eagle County, Colorado, and any amendments thereto. The defined terms in the Declaration shall have the same meanings in these Articles of Incorporation. The Association shall have perpetual existence.

1.2. These Articles apply to the units, condominium units, general common elements, and limited common elements described in the Declaration. Said described real property shall sometimes be referred to as the Condominium Project or the project. The Association is the entity created for the furtherance of the common interest of the owners of Condominium Units and shall act to preserve the values and amenities of the Condominium Project in accordance with the Declaration, the Colorado Common Interest Ownership Act, and the Colorado Revised Nonprofit Corporation Act, all as they may be amended from time to time.

1.3. The Association shall conduct any lawful activity, perform all obligations and duties, and shall have and exercise any and all powers, rights, and privileges which are granted to a Common Interest Community Association under the laws of the United States of America and the State of Colorado, and under the governing documents of the Association which shall include the Declaration, Articles of Incorporation, Bylaws, and Rules of the Association ("governing documents") as they may be amended from time to time. The Association's powers and rights shall include, but not be limited to the following:

1.3.(a). To make and collect assessments against members of the Association for the purpose of payment of common expenses, including expenses incurred in exercising its powers and performing its functions;

1.3.(b). To manage, control, operate, maintain, repair, and improve the common elements;

1.3.(c). To enforce the terms, covenants, restrictions, conditions, uses, limitations and obligations set forth under the Declaration and Bylaws and to make and enforce rules;

1.3.(d). Subject to the Declaration and Bylaws of the Association, to buy or otherwise acquire, sell, or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal with and in real personal property of any kind, and any right or interest therein;

1.3.(e). To borrow funds and to give security therefor, including the pledge of assessment income, in order to pay for any expenditure or outlay required pursuant to the authority granted by the governing documents and to execute all instruments in evidence of such indebtedness as may be necessary or appropriate;

1.3.(f). To enter into, make, perform, and enforce contracts of every kind and description, including, without limitation, contracts for management services;

1.3.(g). To adopt, alter, amend, or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, that such Bylaws shall not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Declaration.

Article 2. Members.

2.1. This Association shall be a membership association without certificates or shares of stock. There shall be one class of membership, and there shall be one membership in the association for each owner of a Condominium Unit. As defined in the Declaration, owner means a person, firm, corporation, partnership, association, or other legal entity, or any combination thereof, that owns one or more Condominium Units.

2.2. All members shall be entitled to vote on all matters as provided in the Bylaws. No person or entity other than an owner of a Condominium Unit may be a member of the Association.

2.3. A membership in the Association and the share of a member in the assets of the Association shall not be assigned, encumbered, or transferred in any manner except as an appurtenance to transfer of title to the Condominium Unit to which the membership pertains; provided, however, that the rights of membership may be assigned to the holder of a mortgage, deed of trust, or other security instrument on a Condominium Unit as further security for a loan secured by a lien on such Condominium Unit.

2.4. A transfer of membership shall occur automatically upon the transfer of title to the Condominium Unit to which the membership pertains; provided, however, that the

Bylaws of the corporation may contain reasonable provisions and requirements with respect to recording such transfers on the books and records of the Association.

2.5. The Association may suspend the voting rights of a member for failure to comply with applicable law or any of the governing documents of the Association or with any other obligations of the owners of a Condominium Unit under the above-referenced Condominium Declaration, or agreement created thereunder.

2.6. The Bylaws may contain provisions, not inconsistent with the foregoing, setting forth the rights, privileges, duties, and responsibilities of the members.

2.7. The members shall be of one class. All members shall be entitled to vote on all matters, except any member who is in default in any obligation to the Association shall not be allowed to vote. The members shall elect all Directors of the executive board. Cumulative voting is prohibited.

Article 3. Executive Board. The executive board, sometimes referred to as Board of Managers or Board of Directors, shall generally be referred to as the Board. The number of directors on the Board of the Association shall be not less than three nor more than five members as stated from time to time in the Bylaws of the Association, but shall never be less than three. At each annual meeting of the Association members, as close as possible to one-third of the directors shall be elected for three-year terms.

Article 4. Officers. The Board may elect a President, Vice-President, Secretary, Treasurer, and such other officers as the Board, in accordance with the Bylaws deems to be in the best interests of the Association. One person may hold more than one office except that the President shall not also serve as Secretary.

Article 5. Dissolution. In the event of the dissolution of this Association, either voluntarily by the members hereof, by operation of law, or otherwise, then the assets of this Association shall be deemed to be owned by the members in proportion to each member's ownership of the common elements of Wren House Condominium.

Article 6. Amendment. Amendments to these Articles of Incorporation shall be adopted in the manner as set forth in the Colorado Revised Nonprofit Corporation Act, provided, however, that no amendment to the Articles of Incorporation shall be contrary to or inconsistent with any provisions of the Declaration

Article 7. Indemnification.

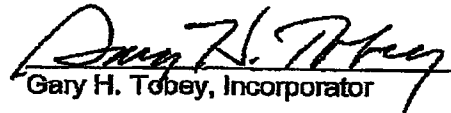
To the fullest extent permitted by the Declaration and the Colorado Revised Nonprofit Corporation Act, as they may be amended from time to time, the Association shall indemnify every director, manager, officer, managing agent, and employee, and their respective heirs, legal representatives, successors, and assigns against all liability, loss, damage, costs, and expenses, including counsel fees reasonably incurred by said person

in connection with any action, suit, or proceeding to which said person may be made a party by reason of said person being or having been a director, manager, officer, managing agent, or employee of the Association, except as to matters as to which said person shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not committed gross negligence or willful misconduct in the performance of said person's duty as such director, manager, officer, managing agent, or employee. The foregoing rights shall not be exclusive of other rights to which such director, manager, officer, managing agent, or employee may be entitled. All liability, loss, damage, costs, and expense incurred or suffered by the Association by reason of or arising out of, or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses.

Article 8. Execution.

I have signed these Articles of Incorporation this 3rd day of

September 2010.


Gary H. Tobey, Incorporator