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ARTICLES OF INCORPORATION
OF
THE ALPINE MEADOWS HOMEOWNERS
ASSOCIATION

NON-PROFIT

In compliance with the requirements of the State of Colorado, the statute undersigned, all of whom are residents of the State of Colorado and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is The Alpine Meadows Homeowners Association, Inc., hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1111 S. 12th St., Grand Junction, CO 81501.

ARTICLE III

Robert L. Griffin, whose address is 1111 S. 12th Street, Grand Junction, CO 81501, is hereby appointed the initial registered agent of this Association.

COMP. CH'D. RPM

COMPUTER UPDATE COMPLETE
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ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Alpine Meadows Subdivision, A replat of La Casa de Dominguez, Filing One and more precisely described as:

A parcel of land situated in the NE 1/4 NE 1/4, Section 35, Township 1 North, Range 1 West, Ute Meridian, being described as follows:

Commencing at the Northeast Corner of Section 35, Township 1 North, Range 1 West, Ute Meridian (a Mesa County brass cap in place); thence South 00d 11'27" West 484.26 feet along the East line of the NE 1/4 NE 1/4, Section 35 to the Point of Beginning; thence South 00d 11'27" West 835.00 feet along the East line of the NE 1/4 NE 1/4, Section 35, to the Southeast Corner of the NE 1/4 NE 1/4, Section 35, Township 1 North, Range 1 West, Ute Meridian (a Mesa County brass cap in place); thence North 89d 55'50" West 710.00 feet along the South line of the NE 1/4 NE 1/4, Section 35, Township 1 North, Range 1 West, Ute Meridian; thence North 00d 00'00" East 455.14 feet; thence North 05d 26'25" West 84.38 feet; thence North 00d 00'00" East 407.00 feet, thence 147.01 feet along the arc of a curve to the right with a radius of 147.43 feet, and whose chord bears North 28d 33'54" East 141.00 feet; thence 87.18 feet along the arc of a curve to the left with a radius of 87.43 feet and whose chord bears North 28d 33'54" East 83.61 feet, thence North 00d 00'00" East 175.00 feet to the North line of the NE 1/4 NE 1/4, Section 35, thence North 90d 00'00" East 60.00 feet along the North line of the NE 1/4 NE 1/4, Section 35, thence South 00d 00'00" West 175.00 feet; thence 147.01 feet along the arc of the curve to the right with a radius of 147.43 feet and whose chord bears South 28d 33'54" West 141.00 feet, thence 87.18 feet along the arc of a curve to the left with a radius of 87.43 feet, and whose chord bears South 28d 33'54" West 83.61 feet, thence South 00d 00'00" East 112.00 feet; thence North 90d 00'00" East 660.78 feet to the Point of Beginning.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of The Clerk and Records of Mesa County and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Colorado by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership

on the happening of either of the following events, which-
ever occurs earlier:

- (a) when the total votes outstanding in the Class
A membership equal the total votes outstanding
in the Class B membership; or
- (b) on December 31, 1995.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board
of three (3) Directors, who need not be members of the
Association. The names and addresses of the persons who are to
act in the capacity of directors until the selection of their
successors are:

<u>NAME</u>	<u>ADDRESS</u>
1. <u>Robert L. Griffin</u>	<u>1111 S. 12th Street</u>
2. <u>L. Teo Prinster</u>	<u>385 Ridgeway Drive</u>
3. <u>Louis A. Buescher</u>	<u>749 Golfmore Drive</u>

At the first annual meeting the members shall elect one
director for a term of one year, one director for a term of two
years and one director for a term of three years; and at each
annual meeting thereafter the members shall elect one director
for a term of three years.

ARTICLE VIII DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds ($\frac{2}{3}$) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

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ARTICLE IX

DURATION

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ARTICLE X


AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

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IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Colorado, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this ____ day of March, 1991.


Bernard A. Buescher

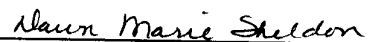

Louis A. Buescher


Michael D. Mast

State of Colorado)
) ss.
County of Mesa)

The foregoing Articles of Incorporation was acknowledged before me this 15th day of March, 1991 by Bernard A. Buescher, Louis A. Buescher and Michael D. Mast.

My commission expires: July 24, 1991


Notary Public