

ARTICLES OF INCORPORATION
OF THE
GEWONT TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
A COLORADO NOT FOR PROFIT CORPORATION

KNOW ALL MEN BY THESE PRESENTS, that we, Jozef Gewont and Halina Gewont, being natural persons, more than eighteen years of age and residents of the State of Colorado, have voluntarily associated ourselves together for the purpose of forming a not for profit corporation pursuant to the statutes of the State of Colorado and do hereby announce the following Articles of Incorporation.

ARTICLE I

The name of the corporation is GEWONT TOWNHOMES HOMEOWNERS ASSOCIATION, INC., hereafter called "Association".

ARTICLE II

The Association shall have a perpetual existence.

ARTICLE III

The nature, objects and purposes for which the Association is formed are to set the minimum age limit for its members as fifty-five (55) years and to provide for the social welfare and recreation of the members and their guests, promote a quality standard of living within the described property and any additional property which may be brought within the jurisdiction of this Association. The Association shall preserve and control the architecture of the residents' lots and any structures thereon and shall further preserve, control and maintain the Common Areas within the certain tract of property described on the attached Exhibit "A". In furtherance of the foregoing, the Association shall:

1. Exercise all the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, Conditions and Restrictions ("CC&R's") applicable to the property and recorded in Book _____, Pages _____ in the office of the Clerk and Recorder of Mesa County, Colorado, and as the same may be amended from time to time, said CC&R's being incorporated herein as if set forth at length;
2. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the CC&R's, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including but not limited to all maintenance, irrigation water, insurance, licenses, taxes or governmental charges levied or incurred against the property of the Association;
3. Maintain, acquire (by any means), own, hold, improve, operate, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association which shall inure to the benefit of all members of the Association;

4. Borrow money, and with the assent of two-thirds (2/3) of the members of the Association mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
5. Dedicate 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, or to transfer or convey all or any part of the Common Area to one or more domestic or foreign corporations, societies or organizations engaged in activities similar to those of the Association, or otherwise distribute the Common Area or any part thereof pursuant to a plan of distribution adopted as provided by the Laws of Colorado. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members of the Association agreeing to such dedication or transfer has been recorded;
6. 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 the members of the Association agreeing to such action has been recorded;
7. Have and 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 IV

MEMBERSHIP

Jozef and/or Halina Gewont and every person or entity who is a record owner of a fee or undivided fee interest in any Lot and/or the Residence thereon which is subject to the CC&R's, deed of record to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE V

VOTING RIGHTS

The Owners of each Lot, with the exception of Gewont Enterprises, LLC, shall be entitled to one vote for each Residential structure they own and occupy. When more than one person holds an interest in any Residence, all such persons shall be members. The vote for such Residence shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Residence.

Gewont Enterprises, LLC, the "Declarant" shall be entitled to three (3) votes for each Lot it owns.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of at least three (3) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the

Association. Directors shall serve two-year terms. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Jozef Gewont	126 South Coulson Fruita, CO 81521
Halina Gewont	126 South Coulson Fruita, CO 81521
Rosemary Wesnidge	203 East Aspen Fruita, CO 81521

ARTICLE VII

ANNEXATION

New property may be annexed by the Association and upon such annexation the property shall become subject to all provisions of the CC&R's, these Articles and all of its By-laws. Except as may be otherwise provided herein and/or in the CC&R's, annexation shall be accomplished by an affirmative vote of a majority of the Directors of the Association and by an affirmative declaration of a simple majority of the owners of the land to be annexed.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members and upon approval by the City of Fruita. Upon dissolution of the Association, other than incident to a merger or consolidation, all of 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. If such dedication is not accepted in whole or in part, the assets that are not accepted shall be granted, conveyed and assigned to one or more domestic or foreign corporation, society or organization engaged in activities similar to those of the Association or shall otherwise be distributed pursuant to a plan of distribution adopted as provided by the laws of Colorado and as allowed by Section 501(c) of the Internal Revenue Code.

ARTICLE IX

COMPENSATION

The Association shall not have or issue stock. No dividend shall be paid and no part of the income of the Association shall be distributed to its members, directors or officers. However, the Association may pay compensation in a reasonable amount to its members, directors or officers for services rendered. No loans shall be made by the Association to its directors or officers.

ARTICLE X

MANAGEMENT OF ASSOCIATION AFFAIRS

The following provisions are inserted for the management of the business and for the conduct of the affairs of the Association, and the same are in furtherance of and not in limitation of the powers conferred by law:

No contract or transaction between the Association and one or more of its directors, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for that reason or solely because the director or officer is present at or participates in the meeting of the board or committee thereof which authorizes, approves, or ratifies the contract or transaction or solely because his or her votes are counted for such purpose if:

1. The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board or committee in good faith authorizes, approves, or ratifies the contract or transaction by the affirmative vote of a majority of the disinterested directors even though the disinterested directors are less than a quorum; or
2. The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically authorized, approved, or ratified in good faith by vote of the shareholders; or
3. The contract or transaction was fair as to the Association.

ARTICLE XI

REGISTERED AGENT

The address of the initial registered principal office of the Association is 126 South Coulson, Fruita, Colorado 81521, and the name of its initial registered agent at such address is Jozef Gewont.

ARTICLE XII

INCORPORATORS

The name and address of each incorporator is:

Jozef Gewont	126 South Coulson Fruita, CO 81521
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Halina Gewont	126 South Coulson Fruita, CO 81521
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ARTICLE XIII

AMENDMENT

Amendment of these Articles shall require a two-thirds (2/3) vote of the members as set out in Article V.

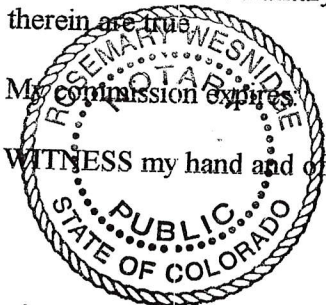
DATED this 27th day of February, 2008

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

Before me, Rosemary Wesnidge, Notary Public of Colorado, on the 27th day of February, 2008, personally appeared Jozef Gewont and Halina Gewont, to me known and known to be the persons who signed the foregoing Articles of Incorporation, who being duly sworn acknowledged that they signed, sealed, and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed, and that the facts stated therein are true.

My commission expires:

WITNESS my hand and official seal.



Rosemary Wesnidge
Notary Public

My commission expires 02-10-2010

CONSENT OF REGISTERED AGENT

I, Jozef Gewont, hereby consent to serve as the registered agent for Gewont Townhomes Homeowners Association, Inc.

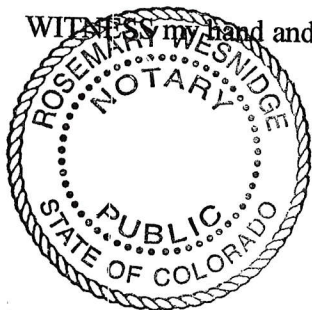
Jozef Gewont
Jozef Gewont

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was subscribed and sworn to before me this 27 day of February, 2008, by Jozef Gewont.

My commission expires:

WITNESS my hand and official seal.



Rosemary Wesnidge
Notary Public

My commission expires 2-10-2010