

NONPROFIT CORPORATION
ARTICLES OF INCORPORATION
OF CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of the Colorado Nonprofit Corporation Act, the CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION adopts the following Articles of Incorporation ("Articles").

ARTICLE I
NAME

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~~REJECTED~~

The name of the corporation is CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION, INC., hereinafter known as the ("Association").

ARTICLE II
REGISTERED OFFICE, REGISTERED AGENT AND
INITIAL BOARD OF DIRECTORS

and principal address

The address of the Association's current registered office and the name of the registered agent at that address is as follows:

Registered Agent:

Brian Boos
C/O West Johnstown Development, LLC
220-E Main Street
Windsor, CO 80550

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

20011218686 M
\$ 100.00
SECRETARY OF STATE
11-15-2001 13:45:33

Initial Registered Office:

220-E Main Street
Windsor, CO 80550

**Initial Board of Directors
of the Association:**

Brian Boos
C/O West Johnstown Development, LLC
220-E Main Street
Windsor, CO 80550

Greg Hughes
C/O GLH Construction, Inc.
6863 Weld County Road 60
Windsor, CO 80550

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ARTICLE III **PURPOSE AND POWERS OF THE ASSOCIATION**

No part of the income or profit of the Association is distributable to the members, directors or officers of the Association. The purpose of the Association is to govern the residential community which is known as Clearview P.U.D. located in the Town of Johnstown, Colorado, or other additional annexed property (hereinafter referred to as the "Property"), and to promote the health, safety and welfare of the residents within the Property and to:

A. Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Bylaws of the Association and in the Declaration of Protective Covenants, Conditions and Restrictions for the Clearview P.U.D., Johnstown, Colorado, executed by West Johnstown Development, LLC, as "Declarant" and recorded, or to be recorded in the Weld County, Colorado records, as the same may be further amended from time to time as therein provided (collectively, the "Declaration"), said Declaration being incorporated herein as if set forth at length (unless the contents shall otherwise require or unless otherwise defined herein, all terms used in these Articles of Incorporation shall have the same definitions as set forth in the Declaration); and

B. Fix, levy, collect and enforce payment by any lawful means of all charges or assessments levied pursuant to the terms of the Declaration and Bylaws; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Association; and

C. Participate in mergers and consolidation with other nonprofit corporations organized for the same purposes and annex additional residential property; provided that except for Declarant's Reserved Declarant Rights, as defined in the Declaration, any such merger, consolidation or annexation shall require seventy-five percent (75%) of the votes of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose; and

D. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Laws of the State of Colorado by law may now or hereafter have or exercise.

ARTICLE IV **MEMBERSHIP**

Membership in the Association shall be comprised of Owners of Lots in the Subdivision (as those terms are defined in the Declaration). Said membership is appurtenant to the Lot of said Owner and title to the ownership of the membership for that Lot shall automatically pass with fee simple title to that Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to the membership for such Owner's Lot. If the fee simple title to a Lot is held by more than

one person or entity, all such persons and/or entities shall aggregate be considered one member.

ARTICLE V VOTING RIGHTS

The Association shall have two (2) classes of voting members, as follows:

A. Each Lot owned by an Owner, other than Declarant, shall be allocated one (1) vote in the Association. When more than one person or entity owns an interest in a Lot, all such persons and/or entities shall aggregate be considered one member of the Association. The vote for such Lot shall be exercised as the Owners thereof among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot (in the event that the multiple Owners of a Lot cannot determine among themselves which Owner may cast the vote for the applicable Lot, the Association shall be entitled to rely on the vote of the first Owner named on the current recorded deed relating to the applicable Lot, or in the event of current multiple recorded deeds, the Association may rely on the vote of the first Owner named on the first of such multiple deeds which is recorded in the Weld County, Colorado records).

B. Each Lot owned by Declarant shall be allocated ten (10) votes in the Association.

C. Members shall be entitled to vote on all matters submitted to a vote of the membership of the Association. Cumulative voting shall not be permitted. Voting by mail shall be allowed in the manner provided in the Colorado Non-Profit Corporation Act. Votes by mail shall have the same effect as votes by written proxy.

ARTICLE VI BOARD OF DIRECTORS

The officers of the Association will be managed by a board consisting of such number of directors and serving for such term as shall be described in the Bylaws and Declaration (the "Board of Directors").

No directors shall be personally liable to the Association or to its members for monetary damages for breach of fiduciary duty as a director so long as the director has not breached his duty of loyalty to the Association or its members and so long as the director has not committed any acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law or result in any transaction from which the director has not assented to or participated in the making of a loan from the Association to a director or an officer of the Association in violation of Colorado law.

Despite any provision to the contrary in this article, and to the fullest extent allowed by Colorado law, the Association shall indemnify any director or officer or former director or officer of the Association, or any person who may have served at the

request of the Association as a director or officer of another corporation, against expense actually and reasonably incurred by the officer or director in connection with the defense of any civil action, suit or proceeding in which the officer or director is made or threatened to be made a party by reason of being or having been a director or officer if the officer or director conducted himself or herself in good faith and the officer or director reasonably believed (i) in the case of conduct in his or her official capacity with the Association, that his or her conduct was in the Association's best interest; or (ii) in all other cases, that the conduct of the officer or director was at least not opposed to the Association's best interest. In the case of any criminal action, suit or proceeding, the director had not reasonable cause to believe his conduct was unlawful. Provided, however, the officer or director will not be indemnified by the Association with respect to a civil or criminal action, suit or proceeding in relation to matters as to which the officer or director is adjudged in the action, suit, or proceeding by or in the right of the Association, or (iii) to have improperly received a personal benefit, whether or not the officer or director was acting in his or her official capacity.

ARTICLE VII AMENDMENTS

Amendment of these Articles will require the assent of a majority of the votes of members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE VIII DISSOLUTION

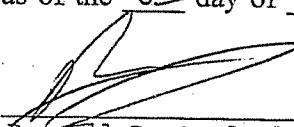
The Association may be dissolved with the assent given in writing and signed by not less than a majority of the votes of members of the Association who are voting in person or by proxy at a meeting duly called for this purpose. Notwithstanding any provision to the contrary, the Association may not be dissolved without the consent of Weld County, or such other governmental entity having jurisdiction over the Property.

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association 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.

IN WITNESS WHEREOF, for the purposes of documenting the adoption of these Articles under the laws of the State of Colorado, the undersigned, constituting the Incorporator, has executed these Articles effective as of the 6th day of November, 2001.



Russell B. Sanford, Incorporator
c/o Allen, Vahrenwald & Johnson, LLC
125 S. Howes St., Suite 1100
Fort Collins, CO 80521

CONSENT TO APPOINTMENT OF REGISTERED AGENT

The undersigned, the initial registered agent of CLEARVIEW P.U.D. HOMEOWNERS ASSOCIATION, INC., hereby consents to his appointment as said agent.

Dated this 8 day of November, 2001.



Brian J. Bass
Registered Agent