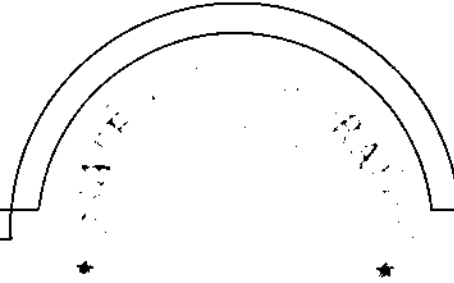


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STATE OF COLORADO

DEPARTMENT OF
STATE

CERTIFICATE

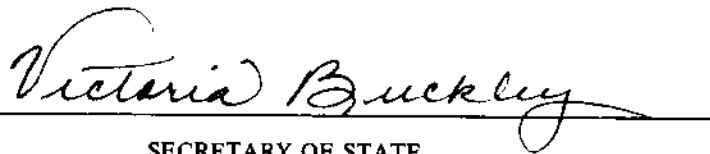
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Weld County CO JA Suki Tsukamoto Clerk & Recorder 6.00

I, VICTORIA BUCKLEY, SECRETARY OF STATE OF THE STATE OF
COLORADO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF
THIS OFFICE,

ROLLING HILLS RANCH TOWNHOMES ASSOCIATION
(COLORADO NONPROFIT CORPORATION)

BECAME INCORPORATED UPON FILING ARTICLES OF INCORPORATION
DATED October 10, 1997.

DATED: October 10, 1997



SECRETARY OF STATE

ARTICLES OF INCORPORATION

FILED COPY

OF

ROLLING HILLS RANCH TOWNHOMES ASSOCIATION

The undersigned person signs and acknowledges the following Articles of Incorporation for the purpose of forming a nonprofit corporation under the Colorado Nonprofit Corporation Act.

ARTICLE 1. Definitions

Terms appearing in these Articles of Incorporation are as defined in the Supplemental Declaration of Covenants, Conditions and Restrictions for Rolling Hills Ranch Townhomes (the "Declaration") as recorded with the Clerk and Recorder of Weld County, Colorado or in the Colorado Nonprofit Corporation Act.

ARTICLE 2. Name

The name of the corporation is Rolling Hills Ranch Townhomes Association (the "Association").

ARTICLE 3. Registered Agent and Office

The initial registered agent of the Association shall be Bruce Gillam. The registered office has an address of 100 Rolling Hills Ranch Drive, Johnstown, Colorado 80534.

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ARTICLE 4. Nonprofit

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

ARTICLE 5. Duration

The Association shall exist perpetually.

ARTICLE 6. Purposes and Powers

6.1 The Association shall manage the business and affairs of the Neighborhood described in the Declaration in accordance with the Declaration, the Colorado Common Interest Ownership Act and the Colorado Nonprofit Corporation Act.

6.2 The Association shall promote the health, safety, welfare, and common benefit of the Owners in the Neighborhood.

6.3 The Association shall do any and all permitted acts, and shall have and exercise any and all powers, rights, and privileges

which are granted to a common interest community association under the Colorado Common Interest Ownership Act, such other Colorado laws as may apply to the Association, the Declaration, Bylaws, Rules and Regulations, and other governing documents of the Association.

6.4 All Common Interest Community-wide matters shall be managed by the Rolling Hills Ranch Homes Master Association. The Master Association Executive Board shall be comprised of two Neighborhood Representatives from each Neighborhood within the Master Association Area, which Neighborhood Representatives (following the period of Declarant control) shall be elected by the Unit Owners within the Neighborhoods they represent. The Master Association shall not operate as the exclusive Unit Owners Association with respect to any Unit in the Neighborhood which is subject to the Declaration. Instead, the business and affairs of the Neighborhood subject to the Declaration shall be managed by the Association.

6.5 The foregoing statements of purposes shall be construed as statements 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 7. Membership and Voting

7.1 Any Owner of a Unit in the Neighborhood shall be a member of the Association. There shall be one membership for each Unit owned within the Neighborhood. This membership shall be automatically transferred upon the conveyance of that Unit.

7.2 The Members shall be of one class, who are those Unit Owners owning Units as defined in the Declaration. These Unit Owners shall elect all members of the Executive Board, following the period of Declarant control defined below.

7.3 There shall be one vote per Unit. If a Unit is owned by more than one person, those persons shall agree among themselves how a vote for that Unit's membership is to be cast. Individual co-owners may not cast fractional votes. A vote by a co-owner for the entire Unit's membership interest shall be deemed to be pursuant to a valid proxy, unless another co-owner of the same Unit objects at the time the vote is cast, in which case such membership's vote shall not be counted.

7.4 Notwithstanding the foregoing, the Declarant shall have additional rights and qualifications as may be provided under the Colorado Common Interest Ownership Act and the Declaration, including the right to appoint and remove members of the Executive Board as follows: During the period of Declarant control set forth in the Declaration, the Declarant, or persons designated by it, subject to certain limitations, may appoint and remove the officers

of the Association and members of the Executive Board. Regardless of the period of Declarant control set forth in the Declaration, the period of Declarant control terminates upon the later of (a) two years after the last conveyance of a Unit within the Neighborhood by the Declarant in the ordinary course of business or (b) sixty days after conveyance of seventy-five percent (75%) of the Units within the Neighborhood to Unit Owners other than the Declarant. The Declarant may voluntarily surrender the right to appoint and remove officers of the Association and members of the Executive Board before termination of the period of Declarant control, but in that event, the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

7.5 Notwithstanding any provisions of these Articles to the contrary, not later than 60 days after conveyance of 25% of the Units in the Neighborhood to Unit Owners other than the Declarant, at least one member, and not less than 25% of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than 60 days after conveyance of 50% of the Units in the Neighborhood to Unit Owners other than the Declarant, not less than 33 1/3% of the members of the Executive Board must be elected by Unit Owners other than the Declarant.

7.6 Not later than the termination of any period of Declarant control, the Unit Owners shall elect a Executive Board consisting of at least three (3) members, at least a majority of whom must be Unit Owners other than the Declarant or designated representatives of Unit Owners other than the Declarant.

ARTICLE 8. Executive Board

8.1 The business and affairs of the Association shall be conducted, managed, and controlled by a Executive Board who shall exercise all the powers conferred on the Association by these Articles of Incorporation, the Bylaws, the Colorado Common Interest Ownership Act, and the Colorado Nonprofit Corporation Act.

8.2 The Executive Board shall consist of not less than three (3) and not more than ten (10) individuals, the specific number to be set forth from time to time by resolution of the Executive Board.

8.3 The initial Executive Board shall consist of four (4) persons who shall serve until their successors are elected and qualified and whose names and addresses are set forth below:

NAME	ADDRESS
Bruce Gillam	100 Rolling Hills Ranch Drive Johnstown, Colorado 80534

Terrence A. Jones	100 Rolling Hills Ranch Drive Johnstown, Colorado 80534
Wayne Hochstetler	100 Rolling Hills Ranch Drive Johnstown, Colorado 80534
James Daniels	100 Rolling Hills Ranch Drive Johnstown, Colorado 80534

ARTICLE 9. Liability of Executive Board Members

Any member of the Executive Board and any officer of the Association who has been appointed by the Declarant is required to exercise the care required of a fiduciary of the Unit Owners. Any member of the Executive Board or officer of the Association who is not appointed by the Declarant shall not be liable, to the fullest extent permitted by law, for monetary damages for breach of fiduciary duty as a Director, or for any other actions or omissions in the performance of such Director's duties, except for wanton and willful acts or omissions.

ARTICLE 10. Dissolution

The Association may be dissolved in connection with the termination of the Common Interest Community only by written agreement of the Owners of Units to which at least two-thirds (2/3) of the votes in the Association are allocated. In connection with the termination of the Common Interest Community and the dissolution of the Association, the assets of the Association shall be disposed of in accordance with the Colorado Common Interest Ownership Act, as amended.

ARTICLE 11. Incorporator

The name and address of the incorporator is:

Richard S. Gast
March & Myatt, P.C.
110 E. Oak, Suite 200
Fort Collins, CO 80524

ARTICLE 12. Amendment

Amendment of these Articles shall require the consent of not less than seventy-five percent (75%) of the members of the Association.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation in duplicate this 9th day of October, 1997.

Richard S. Gast
Richard S. Gast, Incorporator

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before this 9th day of October, 1997, by Richard S. Gast, as incorporator of the Rolling Hills Ranch Townhomes Association.

WITNESS MY HAND AND OFFICIAL SEAL.

Frances R. Begley
NOTARY PUBLIC

My Commission Expires:
3/6/2002



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