

1316 of 824

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ARTICLES OF INCORPORATION
OF

SUMMERVILLE HOMEOWNER'S ASSOCIATION

DEPT. OF STATE

In compliance with the requirements of C.R.S. 1973, 7-20-101, the 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 SUMMERVILLE HOMEOWNER'S ASSOCIATION, hereafter called the "Association".

ARTICLE II

The initial registered office of the Association is located at 620 E. Hyman Avenue, Aspen, Colorado, 81611.

ARTICLE III

DONALD J. FLEISHER, whose address is 620 E. Hyman Avenue, Aspen, Colorado, 81611, is hereby appointed the initial registered agent of this Association.

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:

Lot 12 in Block 7 of The Ridges,
Filing No. 3; Mesa County,
Colorado.

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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 Mesa County Clerk & Recorder, Grand Junction, Colorado, 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;

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(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

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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 shall cease and be converted to Class A membership on the happening of either of the following events, whichever 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 January 1, 1982.

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 number of directors may be changed by amendment of the By-Laws of

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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>
<u>Donald J. Fleisher</u>	<u>620 E. Hyman Avenue</u> <u>Aspen, Colorado 81611</u>
<u>Andrew J. Dracopoli</u>	<u>0290 Pacific Avenue</u> <u>Aspen, Colorado 81611</u>
<u>Tom E. Elder</u>	<u>562 White Avenue</u> <u>Grand Junction, Colorado 81501</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 (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 75 percent (75%) of the entire membership.

ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

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 30th day of January, 1981.

Donald J. Fleisher
Donald J. Fleisher

Andrew J. Dracopoli
Andrew J. Dracopoli

Tom E. Elder
Tom E. Elder

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 30th day of January, 1981, by Donald J. Fleisher, Andrew J. Dracopoli and Tom E. Elder, Incorporators.

Witness my hand and official seal.
My Commission Expires: April 14, 1981.

Twila M. Wagner
Notary Public



1393-361

1309AS
SEP 29 1982
E. SAWYER, CLK & REC. MESA CITY

MESA COUNTY BOARD OF COUNTY COMMISSIONERS

07:21 PM 81393 P032

SEP 29 1982 E. SAWYER, CLK & REC. MESA CITY

SUBDIVISION IMPROVEMENTS AGREEMENT

the Ridges Development Corporation

Prior to the County Commissioners' endorsement of the Record Plat of any subdivision, a duplicate original of this type of agreement must be filed with the County Commissioners. A signed copy of such an agreement must also be filed with the County (including a performance guarantee in a form satisfactory to the County Attorney equal to the amount of the total estimated improvements).

Estimated construction costs shall be reviewed by the County official having the most direct involvement in the subject improvements.

In re: the Ridges filing #3
Name of Subdivision _____ Location _____

Intending to be legally bound, the undersigned subdivider hereby agrees to provide throughout this subdivision and as shown on the subdivision plat of The Ridges filing #3, dated Feb., 19 79 the following improvements to County standards:

Improvements	Unit	Estimated Construction Cost	Construction Completion Date
Street grading	LS	77,000.00	Feb. 1979
Street base	LS	115,000.00	Feb. 1979
Street paving	LS	92,000.00	Feb. 1979
Curbs	NA		
Sidewalks	NA		
Storm sewer facilities	LS	20,000.00	Feb. 1979
Sanitary sewers			
Trunk lines		} See attached	
Mains			
Laterals or House Connections			
On-site sewage facilities	NA	See Attached	
Water mains			
On-site water supply	NA	See Attached	
Fire hydrants			
Street monuments	NA		
Street lights	NA		
Street name signs	10	500.00	Feb. 1979
Survey monument boxes	NA		
Irrigation system		See Attached	
SUB TOTAL -		306,500.00	Feb. 1979

Supervision of all installations (should normally not exceed 4% of subtotal) 12,100.00

TOTAL ESTIMATED COST OF IMPROVEMENTS AND SUPERVISION \$ 316,600.00

* If desert landscaping is proposed a notarized letter to that effect will be required.

SUBDIVISION IMPROVEMENTS AGREEMENT

(continued)

BOOK 1393 PAGE 362

The above improvements shall be constructed in accordance with all County requirements and specifications, and conformance with this provision shall be determined solely by the below-named County or its duly authorized agent.

The improvements shall be constructed in accordance with the time schedules shown above.

The Ridges Development Corp.

The Ridges Development Corp.

William E. Foster
President

William E. Gordon
Signature of Subdivider

(If corporation, to be signed by President and attested to by Secretary, together with the corporate seal.)



February 21, 19 78

ACCEPTANCE

Approved by resolution of the _____

at the meeting of _____, 19 _____.

Earl P. Smith
Signature of Authorized Office of
County

SUBDIVISION IMPROVEMENTS AGREEMENT

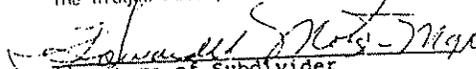
(continued)

BOOK 1393 PAGE 364

The above improvements shall be constructed in accordance with all County requirements and specifications, and conformance with this provision shall be determined solely by the below-named County or its duly authorized agent.

The improvements shall be constructed in accordance with the time schedules shown above.

The Ridge's Metropolitan Service District

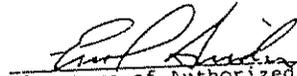

Signature of Subdivider

(If corporation, to be signed by President and attested to by Secretary, together with the corporate seal.)

Dated: _____, 19 _____.

ACCEPTANCE

Approved by resolution of the _____
at the meeting of _____, 19 _____.


Signature of Authorized Office of
County