

ARTICLES OF INCORPORATION
OF
RIVERSIDE PLACE OWNERS' ASSOCIATION, INC.

In compliance with the requirements and provisions of the Colorado Nonprofit Corporation Act, 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 Riverside Place Owners' Association, Inc., hereafter called the "Association".

ARTICLE II

The initial registered office of the Association is located at 1000 North Summit Boulevard, Suite 210, Frisco, Colorado 80443.

ARTICLE III

Steven F. Letofsky, whose address is P.O. Drawer 549, Frisco, Colorado 80443, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:

1. To promote the health, safety and welfare of the residents within the Riverside Place Subdivision, situated in the Town of Frisco, County of Summit and State of Colorado, as more fully described in the Amended Plat thereof, recorded in the Office of the Clerk and Recorder for Summit County, Colorado, under Reception No. 359715 on the 28th day of September, 1988 (hereafter called "the Subdivision").

2. To carry out any and all functions and powers authorized to the Association in the Amended Declaration of Covenants, Conditions and Restrictions for Riverside Place, recorded in the Office of the Clerk and Recorder for Summit County, Colorado, under Reception No. 1359716, on the 28th day of September, 1988 (hereinafter referred to as the "Declaration"). The terms, conditions and definitions used in these Articles, shall have the meanings as those used in the Declaration.

3. (a) To own, acquire, build, operate and maintain recreation parks, playgrounds, commons, streets, footways, including buildings, structures, personal properties incident thereto, hereinafter referred to as "the common properties and facilities"; (b) maintain unkempt lands or trees; (c) supplement municipal services; (d) fix assessments (or charges) to be levied against the Properties; (e) enforce any and all covenants, restrictions and agreements applicable to the Properties; (f) pay taxes, if any, on the common properties and facilities; and (g) to enforce the PUD Plan for the Subdivision.

4. In addition to the above, to do everything necessary, proper, advisable or convenient for the accomplishment of the purposes herein, and to do all other things incidental thereto, or connected therewith, which are not forbidden by the Colorado Corporate Code, by any other law, or by these Articles of Incorporation or the Declaration, and to do so in any state, territory, district, possession, dependency, or other political subdivision of the United States of America, or in any foreign country, to the extent that such purposes are not forbidden by such subdivision of the United States or such foreign country.

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 the Declaration of record to assessment by the Association, including a contract seller, 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. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership or any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article V, with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot owned or authorized to a particular Lot in which they hold the interest required for members by Article V. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves 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). The Class B member(s) shall be entitled to three (3) votes for each Lot owned by him; providing that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership are equal to the total votes outstanding in the Class B membership or on June 1, 1994, whichever is earlier.

ARTICLE VII

BOARD OF MANAGERS

Until the first annual meeting of members, the affairs of the Association shall be managed by a Board of three (3) Managers, who need not be members of the Association. After election at the first annual meeting of members, the affairs of the Association shall be managed by a Board of three (3) Managers, who shall be members of the Association. The number of Managers may thereafter be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of the Managers until the first annual meeting of members and the selection of their successors, are:

Steven F. Letofsky

P.O. Drawer 549
Frisco, Colorado 80443

Ann McCreery

P.O. Box 676
Frisco, Colorado 80443

Jerry Dokken

P.O. Box 2017
Dillon, CO 80435

At the first annual meeting, the members shall elect one Manager for a term of one year, one Manager for a term of two years and one Manager for a term of three years; and at each annual meeting thereafter, the members shall elect Managers to serve for a term of three years. Cumulative voting permitted.

ARTICLE VIII

The management of the Association shall be vested in the Board of Managers and may be partially delegated by the Board of Managers to or among such committees as may be appointed by the Board of Managers from among its membership. The Board of Managers shall be empowered to appoint a managing agent.

ARTICLE IX

No Manager or member of the Association shall receive any pecuniary profit from the Corporation or its operations, except reasonable compensation for services performed in effecting one or more of its purposes as such. Compensation may be set by the Association and any other person, firm, partnership, corporation, trust, joint venture, syndicate or other entity shall be in any way affected or invalidated solely by reason of the fact that any Manager, officer or member of any such entity, or solely by reason of the fact that any director, officer or member of the Association individually, or any entity in which any Manager or officer is in any way interested in a contract or other transaction of the Association.

ARTICLE X

The Association, through its Board of Managers, shall make, adopt and maintain such Bylaws as it shall deem proper for the management of the business and internal affairs of the Association, and may alter and amend the same from time to time.

The Board of Managers shall have such further power and authority necessary and proper for the purpose of enforcing the Declaration, including the authority to adopt reasonable rules and regulations pursuant thereto. The Board of Managers shall be further authorized to enforce all such rules and regulations by fines and injunctive relief, including the authority to recover all costs and attorney's fees incurred thereby.

ARTICLE XI

AUTHORITY TO DEDICATE

Pursuant to the Declaration, the Association shall have power to dedicate, sell or transfer all or any part of the Common Area Roads to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Managers.

ARTICLE XII

DISTRIBUTION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Corporation, the Board of Managers shall provide for the distribution of all assets and liabilities of the Association in the following manner:

1. All liabilities and obligations of the Association shall be paid and discharged, or adequate provisions shall be made therefor.

2. Assets held by the Association on condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirement.

3. Assets received and held by the Association, subject to limitations permitting their use only for charitable, religious, eleemosynary, benevolent, educational or similar purposes, but not held upon a condition requiring return, transfer or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, societies or organizations engaged in activities similar to those of this Corporation, in accordance with a plan of distribution adopted pursuant to the Colorado Nonprofit Corporation Act which is not inconsistent with these Articles of Incorporation.

4. Assets received and held by the Association not subject to liabilities, conditions or use limitations, as specified in Paragraphs 1, 2 and 3 above, shall be distributed to the Owners of Lots pro rata according to their ownership interests as specified in Exhibit B of the Declaration.

5. Any remaining assets may be distributed to such persons, societies, organizations, governmental entities, political subdivisions, or domestic or foreign corporations, whether for profit or nonprofit, as may be specified in a plan of distribution adopted pursuant to the Colorado Nonprofit Corporation Act and which is not inconsistent with these Articles of Incorporation.

ARTICLE XIII

DURATION

The Corporation shall exist perpetually.

ARTICLE XIV

INDEMNIFICATION OF MANAGERS AND LIMITATION OF PERSONAL LIABILITY

(a.) The Association shall, to the full extent permitted by Colorado law, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he is or was a Manager or officer of the Association. The right to indemnification shall inure to the benefit of the heirs, executors, administrators and personal representatives of the Manager or officer.

(b.) The personal liability of a Manager to the Association or its members for monetary damages for breach of fiduciary duty as a Manager, is limited to the full extent provided by Colorado law.

ARTICLE XV

INCORPORATOR

The name and address of the incorporator of the Association is as follows:

Steven F. Letofsky

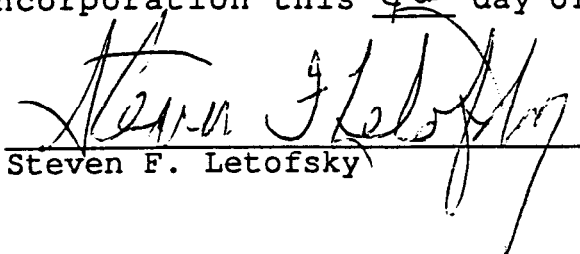
P.O. Drawer 549
Frisco, Colorado 80443

ARTICLE XVI

AMENDMENTS

These Articles of Incorporation may be amended by a two-thirds (2/3) vote of the Board of Managers at a meeting called for that purpose, in the manner set forth in the Bylaws.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Colorado, I, the undersigned, constituting the incorporator of this Corporation, have executed these Articles of Incorporation this 4th day of April, 1990.



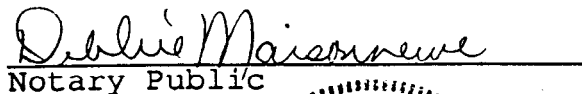
Steven F. Letofsky

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

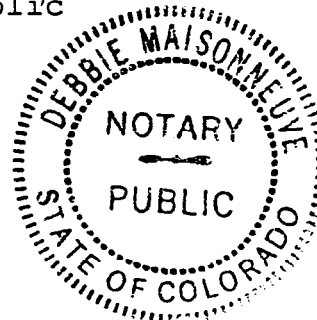
I hereby certify that on the 4th day of April, 1990, personally appeared before me, Steven F. Letofsky, who being by me first duly sworn, declared that he is the person who signed the foregoing document as incorporator and that the statements therein contained are true.

My commission expires: 11-9-91

Witness my hand and official seal.



Notary Public



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