

WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC.

ARTICLES OF INCORPORATION

(A NONPROFIT CORPORATION)

F.M. PARTNERS OF LONGMONT, LLP, a Colorado limited liability partnership, hereby desires to form a nonprofit corporation under the provisions of the Colorado Nonprofit Corporation Act, (the "Act"), and hereby makes, executes, adopts and acknowledges these Articles of Incorporation, states as follows:

ARTICLE I--NAME

The name of the corporation is WESTBROOK VILLAGE COMMUNITY ASSOCIATION, INC., hereby called the "Association."

ARTICLE II--OFFICE

The principal office of the Association is located at 203 S. Main, Longmont, Colorado 80501.

ARTICLE III--REGISTERED AGENT

JOHN MARLIN, with registered office at 203 S. Main, Boulder County, Longmont, Colorado, is the appointed registered agent of the Association.

ARTICLE IV--DEFINITIONS

The terms "Association," "Common Area", "Company", "Lots" "Units", "Owner", and "Property" as used in these Articles of Incorporation shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions Relating to the Association and recorded among the real property records of Boulder County, Colorado (the "Declarations").

ARTICLE V--PURPOSES AND POWERS OF THE ASSOCIATION

The Corporation is formed for the purpose of operating the Common Interest Community known as WESTBROOK COMMUNITY ASSOCIATION, located in Longmont, Colorado, in accordance with the requirements for an association of Unit or Lot Owners charged with the administration of property under the Colorado Common Interest Ownership Act of the Statutes of the State of Colorado as amended, including, without limiting the generality of the foregoing statement, the performance of the following acts and services on a not-for-profit basis. The Association shall not operate for pecuniary gain or profit, shall not issue capital stock, and no part of the net earnings of the Association shall inure to the benefit of any member or individual (except that reasonable compensation may be paid for services rendered). It shall provide

for: (i) the use, improvement, maintenance, operation and repair of the Common Areas located in the Property including any improvements and amenities located thereon; (ii) the establishment of rules and regulations for the use of the Common Areas including any improvements and amenities located thereon; (iii) the distribution among the owners of the Property of the costs of the use, improvement, maintenance and repair of the common areas including any improvements and amenities located thereon; and (iv) the promotion of the health, safety, pleasure, recreation and welfare of the residents of the Lots or Units within the Property. In furtherance of these purposes, the Association (by action of its Directors unless otherwise noted in these Articles of Incorporation or in the Declaration) shall have full power 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 the Declaration as the same may be amended from time to time as therein provided, the Declaration being incorporated herein by reference as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means of 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 affairs of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire, 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, subject, however, to the requirements of the Declaration;

(d) borrow money and, with the assent of 2/3rds of the votes of each class of members of the Association, mortgage, pledge, convey by deed of 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 subject, however, to the requirements of the Declaration and to such conditions as may be agreed to by the members; and

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property and open space, provided that, except as otherwise provided in the Declaration, any such merger, consolidation or annexation shall have the assent of 2/3rds of the votes of each class of members; and

(g) have and to exercise any and all powers, rights and privileges which a nonprofit corporation organized under the

Corporation Law of the State of Colorado may now or hereafter have or exercise.

ARTICLE VI--QUALIFICATION OF MEMBERS & CLASSES

The authorized number and qualifications of members of the Association, the different classes of membership, if any, the Property, voting and other rights and privileges of members, members' liability for dues and assessments and the method of collection of dues and assessments shall be as set forth in the Bylaws and Declarations.

ARTICLE VII--BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of directors, who need not be members of the Association. The number of directors shall initially be one, but may be changed by resolution of the Unit and Lot Owners at a duly called meeting. The name and address of the person serving as Director until the selection of a successor is:

1. John Marlin, 203 S. Main, Longmont, Colorado 80501.

This Director (called the "Initial Director"), shall serve until the first annual meeting of the members at which successors are elected. In the event of death or resignation of an Initial Director during a term of office, the remaining Initial Directors, if any, shall elect a successor Initial Director to fill the unexpired term of such Initial Director.

ARTICLE VIII--DISSOLUTION

The Association may be dissolved in the manner provided by law or as otherwise provided in the Bylaws or Declarations.

ARTICLE IX--DURATION

The Association shall exist perpetually.

ARTICLE X--AMENDMENT

Amendment of these Articles shall require the assent of the 67% of the Board of Directors, and if the provisions amend any provisions of the Declarations, the assent of the Lot and Unit Owners of all units in the project as shown in the Declaration. The Company shall have the absolute unilateral right, power and authority to modify, revise, amend or change any of the terms or provisions of these Articles of Incorporation all as from time to time amended or supplemented. However, this unilateral right, power and authority of the company may be exercised if and only if the Veterans Administration ("VA") or the Federal Housing

