

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE COPPER JUNCTION CONDOMINIUM ASSOCIATION

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The Copper Junction Condominium Association, a Colorado nonprofit corporation (the "Association"), incorporated on June 20, 1973, and reincorporated on ~~12/31~~ 1/23/1990, ~~DATES MUST BE PROVIDED BY COPPER JUNCTION OR CMI~~ under the Colorado Nonprofit Corporation Act, hereby adopts the following amended and restated articles of incorporation (these "Amended and Restated Articles"), and certifies that:

- (i) these Amended and Restated Articles correctly set forth the provisions of the Association's articles of incorporation as amended and restated to the date hereof;
- (ii) These Amended and Restated Articles, and the amendments to the Association's original articles of incorporation contained herein, were adopted at a meeting of the Association's members held on 9/7, 1998;
- (iii) A quorum was present at that meeting;
- (iv) These Amended and Restated Articles were adopted by the affirmative vote of at least two-thirds of the votes which members present at the meeting or represented by proxy were entitled to cast; and
- (v) These Amended and Restated Articles supersede the Association's original articles of incorporation and all prior amendments and supplements thereto.

ARTICLE 1 - NAME

The name of the Association is The Copper Junction Condominium Association.

ARTICLE 2 - DURATION

The Association shall have perpetual existence.

ARTICLE 3 - REGISTERED OFFICE AND AGENT

The address of the registered office of the Association is c/o Gay Galligan & Associates, 2890 South Wheeling Way, Aurora, Colorado 80014. The name of the Association's registered agent at such address is Gay Galligan.

ARTICLE 4 - DEFINITIONS

4.1 Basic Definitions. As used in these Amended and Restated Articles, the following terms have the following meanings:

(a) "Association Documents" means these Amended and Restated Articles, the Bylaws, the Declaration and the Rules and Regulations, as the same may be amended from time to time.

(b) "Bylaws" means the Amended and Restated Bylaws of the Association, as the same may be amended from time to time.

(c) "Commercial Member" means the Owner or Lessee of a Commercial Unit.

(d) "Commercial Unit" means a Condominium Unit designated as such on Exhibit B to the Declaration and labeled with the prefix "C" on the Condominium Map (e.g. Unit C-1).

(e) "Common Elements" means the General Common Elements and the Limited Common Elements.

(f) "Condominium Lease" means any one of the leases of Condominium Units described on Exhibit A to the Declaration, as the same may be amended or assigned from time to time.

(g) "Condominium Map" means the Condominium Map for Copper Junction recorded in the Summit County Records, on May 11, 1973, at Reception No. 133742, as the same may be amended or supplemented from time to time.

(h) "Condominium Unit" means a Unit, together with:

(i) the Interest in General Common Elements appurtenant to that Unit;

(ii) the right to the exclusive or nonexclusive use of Limited Common Elements, if any, appurtenant to that Unit; and

(iii) the Membership in the Association appurtenant to that Unit.

(i) "Declaration" means the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Copper Junction, recorded in the Summit County Records.

(j) "Director" means a duly elected member of the Executive Board.

(k) "Employee Housing Unit" means any Condominium Unit designated as an Employee Housing Unit on Exhibit B to the Declaration and labeled with the prefix "E" on the Condominium Map (e.g. Unit E-1).

(l) "Executive Board" means the board of directors of the Association.

(m) "General Common Elements" means all of the Project, other than the Units and the Limited Common Elements. Without limiting the generality of the preceding sentence, the General Common Elements include, without limitation:

(i) all of the Property, including, without limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, utility systems, mechanical systems, roofs, chimneys, drainage facilities, garages, parking spaces, lobbies, halls, corridors, basements, lounges, linen rooms, saunas, whirlpools, ski rack rooms, storage space, elevators, stairs, stairways, courtyards, stoops, exits and entrances, except for those improvements that are designated as Units or Limited Common Elements; and

(ii) all yards, sidewalks, walkways, trails, paths, lawns, shrubbery, trees, gardens and landscaping located on the Property, other than those designated as Limited Common Elements.

If the Association holds record title to a leasehold or fee simple interest in a Condominium Unit, such Condominium Unit shall not be considered a General Common Element. Instead, it shall be considered property owned by the Association under Section 2.8 of the Declaration.

(n) "Interest in General Common Elements" means the undivided interest in General Common Elements appurtenant to each Unit, as shown on Exhibit B to the Declaration.

(o) "Lessee" means the record holder of legal title to the lessee's interest under a Condominium Lease. If there is more than one record holder of legal title to the lessee's interest under a Condominium Lease, each record holder shall be a Lessee.

(p) "Limited Common Elements" means those portions of the Common Elements allocated by the Declaration for the exclusive use of one or more Units, but fewer than all of the Units. Without limiting the generality of the foregoing, "Limited Common Elements" include, without limitation:

(i) any physical portion of the Project that is labeled on the Condominium Map as "LCE"; and

(ii) with respect to a Unit, the balcony which is accessible from, associated with and adjoining that Unit.

(q) "Membership" means the state of being a member in the Association appurtenant to and arising out of:

(i) ownership of fee simple title to a Condominium Unit that is not subject to a Condominium Lease; or

(ii) ownership of the Lessee's interest in a Condominium Unit under a Condominium Lease.

(r) "Owner" means the record holder of legal title to the fee simple interest in any Condominium Unit for which there is no Condominium Lease. If there is more than one record holder of legal title to such a Condominium Unit, each record holder shall be an Owner.

(s) "Person" means any natural person, corporation, partnership, limited liability company, association, trust or any other entity capable of owning real property under the laws of the State of Colorado.

(t) "Project" means Copper Junction, a fee simple condominium project, consisting of the Units and the Common Elements.

(u) "Property" means the real property located in Summit County, Colorado, more particularly described as Lot 1, Block 1, Copper Mountain Filing No. 1, together with all buildings, structures of other improvements now or hereafter located thereon, and all other real and personal property made subject to the Declaration from time to time.

(v) "Residential Member" means the Owner or Lessee of a Residential Unit.

(w) "Residential Unit" means a Condominium Unit designated on Exhibit B to the Declaration as either a Residential Unit or an Employee Housing Unit. For purposes of the Association Documents, no distinction shall be made between Employee Housing Units and other Residential Units, except as expressly set forth to the contrary in an Association Document.

(x) "Rules and Regulations" means any instruments adopted by the Association for the regulation and management of the Project, as the same may be amended from time to time.

(y) "Summit County Records" means the Office of the Clerk and Recorder for Summit County, Colorado.

(z) "Unit" means an individual airspace within the Project that:

(i) is designated for separate ownership under the Declaration; and

(ii) is identified and depicted as a Unit on the Condominium Map and has boundaries that are described or shown on the Condominium Map.

4.2 Other Definitions. Any capitalized terms used in these Amended and Restated Articles that are not defined in Section 4.1 above shall have the meanings given to them in the Declaration.

4.3 Gender and Number. Wherever the context of these Amended and Restated Articles so requires:

(a) Words used in the masculine gender shall include the feminine and neuter genders.

(b) Words used in the neuter gender shall include the masculine and feminine genders.

- (c) Words used in the singular shall include the plural.
- (d) Words used in the plural shall include the singular.

ARTICLE 5 - MEMBERSHIP AND VOTING

5.1 Membership.

(a) There shall be one Membership appurtenant to each Unit. The Membership appurtenant to a Unit shall be held by the Owners or Lessees of that Unit and may not be separated from the Unit to which it is appurtenant.

(b) A Membership may be transferred or encumbered only in connection with the conveyance or encumbrance of a fee simple interest in the Unit to which such Membership is appurtenant or, if a Unit is subject to a Condominium Lease, assignment or encumbrance of the Lessee's interest under the Condominium Lease, provided, however, that the rights of Membership may be assigned to the holder of a mortgage, deed of trust, or other security instrument on a Condominium Unit as further security for a loan secured by a lien on such Condominium Unit. Any transfer or encumbrance of a Membership other than as permitted in this paragraph 5.1(b) shall be void and have no force or effect. A Person automatically becomes a member of the Association upon becoming an Owner or a Lessee and remains a member for the period of his ownership or the term of his Condominium Lease.

5.2 Classes of Membership. The Association shall have two classes of Membership--residential and commercial. Only Commercial Members may vote as to those matters concerning only Commercial Units, and only Residential Members may vote as to those matters concerning only Residential Units. All members shall vote on matters concerning both Commercial Units and Residential Units and matters that cannot be clearly categorized as affecting only Commercial Units or only Residential Units.

5.3 Voting.

(a) The total number of votes allocated to all Memberships shall be 10,000. The number of votes to which a Membership is entitled shall be equal to the product obtained by multiplying:

- (i) 10,000, by
- (ii) the Interest in General Common Elements appurtenant to the Unit to which the Membership is appurtenant.

(b) If a Condominium Unit has more than one Owner or Lessee and such Owners or Lessees cannot agree among themselves how to cast the votes allocated to their Membership on a particular matter, they shall lose their right to vote on such matter. If any Owner or Lessee casts a vote representing a Membership having more than one Owner or Lessee, it will thereafter be presumed for all purposes that such Owner or Lessee was acting with the authority and consent of all other Owners or Lessees with whom such Owner or Lessee

shares the Membership, unless objection thereto is made to the Person presiding over the meeting at the time the vote is cast. If a Membership is voted more than one way with regard to a particular matter, all of such votes shall be deemed null and void.

(c) Any member that is a firm, partnership, corporation, limited liability company or other legally recognized entity shall designate in writing to the Association the name and address of an individual who may vote on behalf of such member.

(d) In any election of Directors to the Executive Board, every Membership shall have a number of votes equal to the product obtained by multiplying:

(i) the number of Directors to be elected to the Executive Board by such election in the class of Directors (i.e., residential or commercial) for which such Membership may vote, by

(ii) the number of votes allocated to that Membership.

(e) Cumulative voting shall not be allowed in the election of Directors to the Executive Board or for any other purpose.

(f) Notwithstanding the terms and conditions of paragraph 5.2(a) above, the Association shall have no voting rights for any Membership appurtenant to any Unit owned by the Association. In the event that the Association leases a Unit from an Owner, the Membership appurtenant to such Unit shall remain with the Owner.

ARTICLE 6 - PURPOSES AND POWERS

6.1 Purposes. The Association's purposes are as follows:

(a) To acquire, own, lease, sell, encumber, manage, operate, construct, improve, repair, replace, alter and maintain the Common Elements.

(b) To provide certain facilities, services and other benefits to the Owners and Lessees and their guests.

(c) To administer and enforce the covenants, conditions, restrictions, reservations and easements created by the Declaration.

(d) To levy, collect and enforce dues or assessments, charges and liens imposed pursuant to the Declaration.

(e) To take any action that it deems necessary or appropriate to protect the interests and general welfare of the Owners and Lessees and their guests.

(f) To regulate and manage the Project with the goal of enhancing and protecting its value.

6.2 Powers.

(a) Unless expressly prohibited by law or any of the Association Documents, the Association may:

- (i) take any and all actions that it deems necessary or advisable to fulfill its purposes,
- (ii) exercise all powers conferred on it by any Association Documents, and
- (iii) exercise all powers that may be exercised in Colorado by nonprofit corporations.

(b) Without in any way limiting the generality of the foregoing, the Association may, but is not obligated to:

- (i) adopt and amend the Bylaws and the Rules and Regulations;
- (ii) adopt and amend budgets for revenues, expenditures and reserves and collect assessments and other charges levied by the Association;
- (iii) hire and fire managing agents and other employees, agents and contractors;
- (iv) institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners or Lessees on matters affecting the Project;
- (v) make contracts and incur liabilities;
- (vi) regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (vii) cause additional improvements to be made part of the Common Elements;
- (viii) purchase, acquire, own, hold, use, maintain, operate or otherwise manage, encumber, control, sell, convey, exchange, lease, mortgage, and pledge or otherwise dispose of, in its own name any right, title or interest in real or personal property;
- (ix) borrow money on such terms as the Executive Board or an officer or officers designated by the Executive Board deems acceptable;
- (x) grant easements, licenses, leases and concessions across, through, under or over the Common Elements;

(xi) impose and receive payments, fees or charges for the use, rental or operation of the Common Elements;

(xii) provide for the indemnification of the Association's officers and directors and maintain directors' and officers' liability insurance;

(xiii) assign its right to receive future income, including its right to receive Assessments;

(xiv) provide or procure any services necessary or appropriate for the safety, security or recreational enjoyment of the Property, Owners, Lessees, guests or visitors; and

(xv) acquire, hold, mortgage, pledge, or dispose of shares, bonds and other evidences of indebtedness and securities of the United States of America or any state or municipality therein, or of any domestic or foreign corporation.

6.3 Restrictions on Purposes and Powers. The purposes and powers of the Association described in Sections 6.1 and 6.2 above are subject to the following limitations:

(a) The Association shall be organized and operated exclusively for nonprofit purposes.

(b) No part of the net earnings of the Association shall inure to the benefit of any Owner or Lessee, except as expressly permitted in paragraph 6.3(c) below with respect to the dissolution of the Association.

(c) The Association shall not pay any dividends. No distribution of the Association's assets to Owners or Lessees shall be made until all of the Association's debts are paid, and then only upon the final dissolution of the Association as permitted in the Declaration. Upon payment of all of the Association's debts and final dissolution, any remaining assets of the Association shall be distributed among the Owners and Lessees in proportion to the respective Interest in General Common Elements appurtenant to each Unit.

ARTICLE 7 - EXECUTIVE BOARD

7.1 Executive Board.

(a) The business and affairs of the Association shall be controlled, conducted and managed by the Executive Board, except as otherwise provided by law or any Association Document.

(b) Except as provided by law or any Association Document, the Executive Board may act on behalf of the Association in all instances. The Executive Board may not however, act on behalf of the Association to:

(i) amend the Declaration;

- (ii) amend the Bylaws;
- (iii) terminate the Project;
- (iv) elect Directors to the Executive Board, other than to fill a vacancy for the unexpired portion of the term of a Director; or
- (v) determine the qualifications, powers and duties, or terms of office, of Directors.

(c) The Executive Board shall consist of five Directors, or such greater or lesser number of Directors as the members may provide from time to time by amendment of the Bylaws; provided, however, that no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

(d) The Executive Board shall be a classified board of directors of which three Directors shall be elected by the Residential Members and two Directors shall be elected by the Commercial Members.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

8.1 Limits on Directors' Liability. To the fullest extent permitted by law, a Director shall not be liable to the Association or the Owners or Lessees for monetary damages for breach of fiduciary duty. Any repeal or modification of this Section 8.1 shall be prospective only and shall not adversely affect any right or protection of a Director existing at the time of such repeal or modification.

8.2 Indemnification. To the fullest extent permitted by law, the Association shall indemnify each Director and each officer, employee, fiduciary and agent of the Association.

ARTICLE 9 - BYLAWS

The Association shall have the power to alter, amend or repeal the Bylaws from time to time in force and adopt new Bylaws in accordance with the provisions of Article 9 of the Bylaws. The Bylaws of the Association may contain any provisions for the regulation or management of the affairs of the Association that are not inconsistent with law, the Declaration or these Amended and Restated Articles.

ARTICLE 10 - AMENDMENT

The Association reserves the right to amend, alter, change or repeal any provision contained in these Amended and Restated Articles by, unless a higher voting requirement is set forth herein with respect to any particular provisions, the vote of at least two-thirds of the votes of all Memberships entitled to vote and represented in person or by proxy at any regular or special meeting called for that purpose at which a quorum shall be represented. The

Association's right to amend, alter, change or repeal these Amended and Restated Articles is subject to the limitations thereon set forth in the Declaration.

Dated: _____, 1998

THE COPPER JUNCTION CONDOMINIUM
ASSOCIATION, a Colorado nonprofit corpora-
tion

By Joan Kargenthal
Name: Joan K. KARGENTHAL
Title: Vice Copper Junction Condo Assoc.

By _____,
_____, Secretary