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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
COPPER VALLEY CONDOMINIUM ASSOCIATION, INC.

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Copper Valley Condominium Association, Inc., a Colorado nonprofit corporation (the "Association"), reincorporated on May 2, 1986, 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 September 2, 1995;
- (iii) a quorum was present at that meeting;
- (iv) these Amended and Restated Articles were adopted by the affirmative vote of more than 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 Copper Valley Condominium Association, Inc.

ARTICLE II
DURATION

The Association shall have perpetual existence.

ARTICLE III
REGISTERED OFFICE AND AGENT

The address of the registered office of the Association is Copper Valley Condominium Association, Inc., c/o Robert S. Rich, Anschutz Corporation, 555 - 17th Street, 24th Floor, Denver, Colorado 80202. The name of the Association's registered agent at such address is Robert S. Rich.

ARTICLE IV
DEFINITIONS

4.01 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 Second Amended and Restated Bylaws of the Association, as the same may be amended from time to time.

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

(d) "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.

(e) "Condominium Map" means the Condominium Map for Copper Valley recorded in the Summit County Records, on April 11, 1974, at Reception No. 140729, as the same may be amended or supplemented from time to time.

(f) "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.

(g) "Declaration" means the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Copper Valley, recorded in the Summit County Records as the same may be amended or supplemented from time to time.

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

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

(j) "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 and parking spaces, lobbies, halls, corridors, basements, lounges, linen rooms, laundry rooms, saunas, whirlpools, 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, swimming pools, 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 a 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 2.08 of the Declaration.

(k) "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.

(l) "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.

(m) "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, any physical portion of the Project that is labeled on the Condominium Map as "LCE" and any garages, parking spaces, ski lockers and storage lockers allocated by the Association for the exclusive use of one or more but less than all of the Units.

(n) "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.

(o) "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.

(p) "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.

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

(r) "Property" means the real property located in Summit County, Colorado, more particularly described as Lot 1, Block 2, Copper Mountain Filing No.2, together with all buildings, structures or other improvements now or hereafter located thereon, and all other real property made subject to the Declaration from time to time.

(s) "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.

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

(u) "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.

If walls, floors or ceilings are designated as boundaries of a Unit, all plaster, paneling, tiles, wallpaper, painting, finished flooring, windows, doors and any other materials constituting any portion of the finished surfaces thereof are part of the Unit, and all other portions of the walls, floors and ceilings are part of the Common Elements.

4.02 Other Definitions.

Any capitalized terms used in these Amended and Restated Articles that are not defined in Section 4.01 above shall have the meanings set forth in the Declaration.

4.03 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;

- feminine genders;
- (b) words used in the neuter gender shall include the masculine and
 - (c) words used in the singular shall include the plural; and
 - (d) words used in the plural shall include the singular.

ARTICLE V
MEMBERSHIP AND VOTING

5.01 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 5.01(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.

5.02 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 and their votes shall not count for any purpose whatsoever. 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) Cumulative voting shall not be allowed in the election of Directors to the Executive Board or for any other purpose.

(d) The Association may suspend the voting rights of a Membership (i) for so long as any member or members to which such Membership belongs shall fail to comply with the Rules and Regulations or the Bylaws, or (ii) for any period during which any Association assessment against such Membership or against such Condominium Unit to which the Membership is appurtenant remains unpaid.

(f) Notwithstanding the terms and conditions of paragraph 5.02(a) above, the Association shall have no voting rights for any Membership appurtenant to any Unit owned by the Association.

ARTICLE VI PURPOSES AND POWERS

6.01 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 for administration, maintenance and preservation of the Condominium Units;
- (c) to provide certain facilities, services and other benefits to the Owners and Lessees and their guests;
- (d) to administer and enforce the covenants, conditions, restrictions, reservations and easements created by the Declaration;
- (e) to levy, collect and enforce the assessments, charges and liens imposed pursuant to the Declaration;
- (f) to take any action that it deems necessary or appropriate to protect the interests and general health, safety and welfare of the Owners and Lessees and their guests; and
- (g) to regulate and manage the Project with the goal of enhancing and protecting its value.

6.02 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) acquire, hold, sell, convey and lease 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;

(xv) with the affirmative vote of two-thirds of the votes allocated to all Memberships at any regular or special meeting called for that purpose at which a quorum shall be represented, mortgage, pledge, deed in trust or hypothecate all or any part of its real or personal property as security for money borrowed or debts incurred; and

(xvi) dedicate, sell or transfer all or any part of the Common Elements to any public policy agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the affirmative vote of two-thirds of the votes allocated to all Memberships at any regular or special meeting called for that purpose at which a quorum shall be represented.

6.03 Restrictions on Purposes and Powers.

The purposes and powers of the Association described in Sections 6.01 and 6.02 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 6.03(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 VII
EXECUTIVE BOARD

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

(c) The Executive Board shall consist of at least three but no more than five Directors, as set forth in the Bylaws. In the absence of a provision in the Bylaws fixing the number of Directors, the number of Directors on the Executive Board shall be three. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

(d) The Executive Board, by resolution adopted by a majority of the Directors in office, may create an Executive Committee of the Executive Board. The number of members of the Executive Committee and the individual members thereof shall be determined by the Executive Board in a manner consistent with applicable law. Except to the extent limited by resolution of the Executive Board, the Bylaws or applicable law, the Executive Committee shall have and exercise all authority of the Executive Board.

ARTICLE VIII
LIABILITY AND INDEMNIFICATION

8.01 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 8.01 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.

8.02 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 IX
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 XI 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 X
AMENDMENT

The Association reserves the right to amend, alter, change or repeal any provision contained in these Amended and Restated Articles by a vote of at least two-thirds of the votes of all Memberships 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.

ARTICLE XI
MANAGING AGENT

The Association may obtain and pay for the services of a Person to administer and manage its affairs and be responsible for the operation, maintenance, repair and improving of the Common Elements and all of the exterior portions of the improvements and to keep the same in good, attractive and sanitary condition, order and repair (the "Managing Agent"). Such Managing Agent shall always be responsible to the Executive Board. Nothing contained herein shall be construed as relieving the Executive Board of its responsibilities under the Declaration. If, and to the extent that, the Executive Board delegates its powers relating to the collection, deposit, transfer or disbursement of Association funds to a Managing Agent, such Managing Agent shall:

- (a) maintain fidelity insurance coverage or a bond in an amount not less than \$50,000 or such higher amount as the Executive Board may require;
- (b) maintain all funds and accounts of the Association separate from the funds and accounts of any other associations managed by the manager or managing or managing agent, and maintain all reserve accounts of each association so managed separate from operational accounts of the Association; and

(c) have prepared and present to the Association, no less frequently than annually, an accounting for Association funds and a financial statement, prepared in accordance with generally accepted accounting principles, and including at a minimum, balance sheets, statements of income and expense, statements of cashflow and changes in fund balances, which accounting and financial statement shall be prepared by the managing agent, a public accountant, or a certified public accountant.

Dated: June 24, 1997

COPPER VALLEY CONDOMINIUM ASSOCIATION, INC.
a Colorado nonprofit corporation

By: Robert S. Rich
Robert S. Rich, President

BY: Stanley L. T. Golding
Name: Stanley L. T. Golding
Assistant Secretary