

Original Declaration Rec. # 227857 ;
Amended Rec # 528228

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AMENDED AND RESTATED
ARTICLES OF INCORPORATION

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OF

THE WEST LAKE LODGE CONDOMINIUM ASSOCIATION

The West Lake Lodge Condominium Association, a Colorado nonprofit corporation (the "Association"), incorporated on August 28, 1981, 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 May 13, 1995;
- (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 I
NAME

The name of the Association is: The West Lake Lodge Condominium Association.

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 209 Ten Mile Circle, P.O. Box 3001, Copper Mountain, Colorado 80443. The name of the Association's registered agent at such address is Harry B. Mosgrove.

ARTICLE IV
DEFINITIONS

Unless otherwise defined in these Amended and Restated Articles, all capitalized terms used herein shall have the meanings given to them in the Amended and Restated Condominium Declaration for The West Lake Lodge Condominiums, dated as of August 27, 1996, and recorded in the Clerk and Recorder's Office for Summit County, Colorado (as amended from time to time, the "Declaration").

ARTICLE V
PURPOSES AND POWERS

- (a) Purposes. The objects and purposes of the Association shall be:
- (i) to provide for the care, upkeep and supervision of the West Lake Lodge Condominiums in Summit County, Colorado (the "Premises"), as further described in the Declaration including the General Common Elements and all recreational facilities maintained thereon from time to time (if any);
 - (ii) to regulate and control the relationships between and among Owners and Lessees;
 - (iii) to provide for the pleasure and recreation of the Owners and Lessees; and
 - (iv) to promote the best interests of the Owners and Lessees for the purpose of securing for them the fullest utilization and enjoyment of the Premises.

(b) General Powers. In furtherance of the foregoing purposes, but not otherwise, the Association may:

- (i) take any actions that it deems necessary or advisable to fulfill its purposes;

- (ii) exercise any powers conferred on it by (a) these Amended and Restated Articles; (B) the Declaration or (C) the bylaws of the Association (the "Bylaws"); and
- (iii) exercise any power that may be exercised by Colorado nonprofit corporations.

(c) Specific Powers.

Without in any way limiting the generality of the powers described in paragraph V(b) above, the Association shall have and may exercise all of the following powers:

- (i) Real and personal property. To acquire, by gift, purchase, trade or any other method, own, operate, build, manage, rent, sell, develop, encumber and otherwise deal in and with real and personal property of every kind and character, tangible and intangible, wherever located, and interests of every sort therein.
- (ii) Borrowing. To borrow funds or raise moneys in any amount for any of the purposes of the Association and from time to time to execute, accept, endorse and deliver as evidences of such borrowing, all kinds or instruments and securities, including, but without limiting the generality of the foregoing, promissory notes, drafts, bills of exchange, warrants, bonds, debentures, property certificates, trust certificates and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment and performance of such securities by mortgage on, or pledge, conveyance, deed or assignment in trust of, the whole or any part of the assets of the Association, real, personal or mixed, including contract rights, whether at the time owned or hereafter acquired.
- (iii) Contracts. To enter into, make, amend, perform and carry out, or cancel and rescind, contracts, leases, permits and concession agreements for any lawful purposes pertaining to its business.
- (iv) Guaranties. To make any guaranty respecting securities, indebtedness, notes, interest, contracts or other obligations created by any individual, partnership, association, corporation or other entity, and to secure such guaranties by encumbrance upon any and all assets of the Association, to the extent that such guaranty is made in pursuance of the purposes herein set forth.

- (v) Loans. To lend money for any of the purposes above set forth and to invest its funds from time to time and take and hold real and personal property as security for payment of funds so loaned or invested.
- (vi) Assessments. To levy periodic assessments and special assessments against the Owners and Lessees for common expenses (including but not limited to the costs of repairing and maintaining General Common Elements, and utility charges which are not charged directly to the Owners and Lessees by the utility company), to charge interest on unpaid assessments and to collect dues, fees and interest in accordance with its bylaws, and to enforce liens given as security for such assessments, dues, fees and interest.
- (vii) Rule making. To make and enforce rules and regulations with regard to the management and operation of the Premises.
- (viii) Management, maintenance and repair. To provide for the management, maintenance and repair of the Premises.

(d) Restrictions upon purposes and powers.

The foregoing purposes and powers of the Association are subject to the limitation that 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 V(e) below.

(e) Dividends, Distributions, etc.

The Association shall not pay any dividends. No distribution of the corporate assets to members (as such) shall be made until all corporate debts are paid, and then only upon final dissolution of the Association by the affirmative vote of at least 80 percent of the votes of all of the members at any regular or special meeting called for that purpose at which a quorum shall be represented. Upon such dissolution and distribution, the assets remaining after payment of all debts shall be distributed among the members of the Association in proportion to their respective interests in the General Common Elements.

ARTICLE VI

PLACE OF BUSINESS

The operations of the Association shall be conducted at such places within or outside of the United States as may from time to time be determined by the board of directors.

ARTICLE VII
MEMBERS AND VOTING

(a) Members.

A person or entity, upon becoming an Owner or a Lessee, shall automatically become a member of the Association and shall remain a member of the Association for the period of the Owner's ownership or the term of the Lessee's Condominium Lease. An Owner's membership shall terminate automatically without any Association action whenever such Owner ceases to own a Unit. A Lessee's membership shall terminate automatically without any Association action whenever such Lessee ceases to lease a Unit. Termination of membership shall not relieve or release any former member from any liability or obligation incurred by virtue of or in any way connected with such former member's ownership or tenancy of a Unit, or impair any rights or remedies which the Association or others may have against such former member arising out of or in any way connected with such ownership or tenancy.

(b) Classes of Membership.

The Association shall have two classes of membership, Commercial and Residential. Commercial Members shall be (i) Owners of Commercial Condominium Units, and (ii) tenants of Commercial Condominium Units to whom Owners of the Commercial Units grant all or part of the membership rights of the Owners of such Units by written lease or other written agreement. Residential Members shall be Owners and Lessees of Residential (including Employee Housing) Condominium Units. Only Commercial Members shall be entitled to vote as to those matters concerning only Commercial Condominium Units. Only Residential Members shall be entitled to as to those matters concerning only Residential Condominium Units. All members shall be entitled to vote on matters concerning both Commercial and Residential Condominium Units and as to matters which cannot be clearly categorized as either exclusively Residential or Commercial. Assessments for common expenses benefitting only one class shall be allocated to that class and charged to the members of that class in proportion to the percentage division of the General Common Elements within the affected membership class. Within each such class of membership, there shall be categories as follows:

- (i) Individual membership. Any individual who becomes an Owner or Lessee of a Unit shall automatically become an individual member of the Association.
- (ii) Organizational membership. Any corporation, partnership, association, trust or other legal entity that becomes an Owner or Lessee of a Unit shall automatically become an organizational member of the Association. Each organizational member shall from time to time designate one or more individuals who may represent it at meetings and vote on behalf of such member. The

secretary of the Association shall maintain a list of the persons entitled to vote on behalf of such member and, until the Association is notified to the contrary, any action taken by such persons purporting to act on behalf of the organizational member shall be binding on such member.

(c) Number of votes.

The total number of votes of all members shall be 10,000. Each member shall be entitled to cast one vote at all meetings of members for each .01 percent of interest in the General Common Elements of the Premises appurtenant to the member's Unit, said interest being set forth in the Declaration. However, each member who is a co-owner or co-tenant of a Unit (including a joint tenant) shall have the right to vote only a number of votes equal to the product of his undivided interest in a Unit multiplied by the total number of votes appurtenant to the Unit. For purposes of this paragraph, each joint tenant of a Unit shall be deemed to own an undivided interest in the Unit equal to 100 percent divided by the total number of joint tenants.

(d) Amendment. This Article VII may be amended only by the unanimous vote of all the members.

ARTICLE VIII
DIRECTORS

(a) Board of Directors.

The control and management of the affairs of the Association and the disposition of its funds and property shall be vested in a board of directors. The number of directors (which may not be less than three), their terms of office and the manner of their selection or election shall be determined according to the Bylaws from time to time in effect. Cumulative voting shall not be allowed in the election of directors or for any other purpose.

(b) Executive Committee.

The board of directors may by resolution designate two or more of their number to constitute an executive committee which shall have and exercise all of the power of the board of directors in the management of the business and affairs of the Association or such lesser authority as may be set forth in such resolution. No such delegation of authority shall relieve the board of directors or any member of the board from any responsibility imposed by law.

ARTICLE IX
OFFICERS

The Association shall have such officers as may from time to time be prescribed by the Bylaws. Their terms of office and the manner of their designation or selection shall also be determined according to the Bylaws from time to time in effect.

ARTICLE X
MANAGING AGENT

The board of directors shall have power to appoint a manager, which may be a corporation, to carry on day-to-day maintenance, repair, rental and service functions for the Association. The Association may enter into a contract with such manager having a term of not more than five years (including all renewals) and with such other provisions as the board of directors may approve.

ARTICLE XI
AUTHORITY TO SIGN

Authority to convey or encumber the property of the Association and to execute any deed, contract or other instrument on behalf of the Association for itself or as attorney-in-fact for one or more of the members is vested in the president or any vice president. All instruments conveying or encumbering such property (whether or not executed as such attorney-in-fact) shall be executed by the president or a vice president and attested by the secretary or an assistant secretary of the Association.

ARTICLE XII
ADDITIONAL MANAGEMENT PROVISION

The following provisions are inserted for the management of the business and for the conduct of the affairs of the Association, and the same are in furtherance of and not in limitation or exclusion of the powers conferred by law:

(a) Contracts with directors, officers or members.

No contract or other transaction of the Association with any other person, firm or corporation shall be affected or invalidated by (i) the fact that any one or more of the directors, officers or members of the Association is interested in, or is a director, trustee or officer of another corporation, or (ii) the fact that any director, officer or member, individually or jointly with others, may be a party to or may be interested in any such contract or transaction. Each person who may become a director, officer or member of the Association is hereby relieved from liability that might otherwise arise by reason of his or her contracting with the Association for the benefit of himself or herself or any firm or corporation in which he or she may be in anywise interested.

(b) Board of directors to exercise general power.

All corporation powers except those which by law or by these Amended and Restated Articles expressly require the consent of the members shall be exercised by the board of directors or the executive committee.

(c) Removal of directors.

One or more or all of the directors may be removed with or without cause by the vote of a majority of the votes of the members then entitled to vote at an election of directors. Such vacancies shall be filled only by the vote of the members so represented, as if such meeting were a regular annual meeting for the election of directors, the person or persons having the highest number of votes in consecutive order being declared elected to the board of directors.

(d) Compensation of directors and members.

The board of directors is hereby authorized to make provision for reasonable compensation to its members and to members of the Association for their services, and to reimburse such members for expenses incurred in connection with furthering the purposes of the Association. The board of directors shall fix the basis and conditions upon which such compensation and reimbursement shall be paid. Any director of the Association may also serve in any other capacity and receive compensation and reimbursement for such other work.

(e) Indemnity.

Each director or officer, whether or not then in office, and each person who may have served at the request of the Association as a director or officer of another corporation in which it owns capital stock or of which it is a creditor, and his or her executors, administrators and assigns, shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed upon him or her in connection with or arising out of any action, suit or proceeding in which he or she may be involved, or to which he or she may be made a party by

reason of his or her being or having been such a director or officer (such expenses to include the cost of reasonable settlement made with a view toward curtailment of the costs of litigation), except in relation to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to have been liable for negligence or misconduct in the performance of duty to the Association, and the foregoing of indemnification shall not be exclusive of other rights to which he or she may be entitled as a matter of law.

ARTICLE XIII
BYLAWS

The board shall have power to alter, amend or repeal the Bylaws. The Bylaws may contain any provisions for the regulation or management of the affairs of the Association which are not inconsistent with law or these Amended and Restated Articles, as the same may from time to time be amended.

ARTICLE XIV
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 provision, the vote of the holders of at least two-thirds of the votes of the members at any regular or special meeting called for that purpose at which a quorum shall be represented.

Dated this 27 ^{Aug} day of ~~July~~, 1996.

Margaret K. Kato

COMMISSION EXPIRES:
April 26, 1998

THE WEST LAKE LODGE CONDOMINIUM
ASSOCIATION, a Colorado
nonprofit corporation

By: *Simon W. Ulmer*
SIMON W. ULMER, President

By: *[Signature]*
[Signature] Secretary

