

ARTICLES OF INCORPORATION
OF
THE CIRQUE CONDOMINIUM ASSOCIATION, INC.

The undersigned adult natural person, acting as incorporator, hereby establishes a nonprofit corporation pursuant to the Colorado Revised Nonprofit Corporation Act and adopts the following articles of incorporation:

ARTICLE I
NAME

The name of the corporation is The Cirque Condominium Association, Inc.

ARTICLE II
DURATION

The corporation shall have perpetual existence.

ARTICLE III
REGISTERED OFFICE AND AGENT

3.01 The address of the initial registered office of the corporation is c/o Copper Mountain, Inc., 209 Ten Mile Circle, First Floor, Mountain Plaza Building, Copper Mountain, Colorado 80443. The name of its initial registered agent at such address is Glen Arneson. The written consent of the initial registered agent is stated below.

3.02 The address of the Corporation's principal office is c/o Copper Mountain, Inc., 209 Ten Mile Circle, First Floor, Mountain Plaza Building, Copper Mountain, Colorado 80443.

ARTICLE IV
DEFINITIONS

4.01 Declaration.

As used herein "Declaration" means the Declaration of Covenants, Conditions and Restrictions for The Cirque, as the same may be amended from time to time, recorded in the office of the Clerk and Recorder for Summit County, Colorado.

4.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

ARTICLE V
MEMBERSHIP; VOTING

5.01 Membership.

The corporation shall have members, which members shall be every Owner of a Quarter Ownership Interest, the Employee Unit and the Office Unit, with the voting rights as set forth herein.

5.02 Voting.

(a) Each Quarter Ownership Interest shall be allocated one vote, regardless of the number of Owners of each Quarter Ownership Interest. The Employee Unit and the Office Unit shall each be allocated four votes, regardless of the number of Owners of the Employee Unit or the Office Unit. Fractional voting shall not be allowed. If the Owners of a Quarter Ownership Interest or the Employee Unit or the Office Unit cannot agree among themselves as to how to cast their votes on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a particular Quarter Ownership Interest or Unit, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners of that Quarter Ownership Interest or Unit, as applicable, unless objection thereto is made by an Owner of that Quarter Ownership Interest or Unit to the Person presiding over the meeting at the time the vote is cast. If more than the number of allocated votes are cast for any particular Quarter Ownership Interest, the Employee Unit or the Office Unit, none of such votes shall be counted and all of such votes shall be deemed null and void.

(b) The votes allocated to each of the Quarter Ownership Interests, the Employee Unit and the Office Unit are set forth on Exhibit D attached to the Declaration.

(c) Cumulative voting shall not be allowed in the election of Directors, or for any other purpose.

(d) An Owner may assign its voting rights to any other Person by duly executed proxy timely delivered to the Association.

(e) The Association shall have no voting rights for any Quarter Ownership Interest or Unit owned by the Association.

ARTICLE VI
PURPOSES AND POWERS

6.01 Purposes.

The Association's purposes are to:

(a) manage, operate, insure, construct, improve, repair, replace, alter, renovate and maintain the Condominium and the Association Property;

(b) provide certain facilities, services and other benefits to the Owners;

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

(d) levy, collect and enforce the Assessments, charges and liens imposed pursuant to the Declaration;

(e) collect from the Owners and pay to the taxing authority the real property taxes assessed against each Quarter Ownership Interest;

(f) enter into agreements with other Persons, including, without limitation, easements, licenses, leases and other agreements with one or more condominium associations, POLA, the Resort Association, the Village Company and any other Person, which agreements may contemplate the sharing of expenses among the Association and such other Persons for facilities and services that serve the Association and such other Persons;

(g) provide certain facilities, services and other benefits to the Owners, such as (A) recreational facilities and services, (B) water, sewer, propane, electric, cable services and other utility facilities and services, (C) parking facilities and services, (D) trash collection facilities and services, and (E) snow removal facilities and services;

(h) staff and operate an on-site or off-site front desk in such a manner as to provide reservation, check-in and other services to the Owners of the Quarter Ownership Interests and their Guests, as determined by the Executive Board, or to contract with other Persons, including but not limited to Copper, to provide such services;

(i) provide for maid service to the Residential Units (other than the Employee Unit) in such a manner as deemed appropriate by the Executive Board;

(j) regulate and manage the Condominium;

(k) establish, subject to modification at any time, publish and administer such other rules and regulations as the Association deems necessary or desirable consistent with the Declaration, these Articles, the Bylaws and the Act, and specifically including, but not limited to, fines and restrictions on use and occupancy if an Owner is not current on assessments or other charges of the Association or is otherwise in violation of the provisions of the Declaration; and

(l) take any action that it deems necessary or appropriate to protect the interests and general welfare of Owners.

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 any powers conferred on it by the Act or any Association Document; and (iii) exercise all powers that may be exercised in Colorado by nonprofit corporations.

(b) Without in any way limiting the generality of paragraph 6.02(a) above, the Association may, but, unless specifically required in the Declaration, is not obligated to: (i) acquire, sell, lease and grant easements over, across and through Common Elements; (ii) borrow monies and grant security interests in the Common Elements, the Association Property and any other assets of the Association as collateral therefor; (iii) adopt, operate, regulate and terminate an exchange program relating to the Quarter Ownership Interests; (iv) make capital improvements, repairs and replacements to Common Elements, the Residential Units (other than the Employee Unit) and the Association Property; and (v) hire and terminate managing agents and other employees, agents and independent contractors.

6.03 Restrictions on Purposes and Powers.

The purposes and powers of the Association described in Section 6.01 and Section 6.02 above are subject to the following limitations:---

(a) The Association shall be organized and operated exclusively for nonprofit purposes as set forth in Section 528 of the Internal Revenue Code of 1986, as amended, or in any corresponding provision of any future law of the United States of America providing for exemption of similar organizations from income taxation.

(b) No part of the net earnings of the Association shall inure to the benefit of any Owner, 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 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 in accordance with the terms and conditions of the Act.

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 in the Colorado Revised Nonprofit Corporation Act, the Declaration, these Articles or the Bylaws.

(b) Except as provided by law or in the Declaration, these Articles or the Bylaws, 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 Association, the Declaration or the Condominium; (iii) elect Directors to the Executive Board; or (iv) determine the qualifications, powers, duties or terms of office of Directors.

(c) The Executive Board shall consist of three Directors.

(d) After the Declarant Control Period, the terms of the Directors shall be staggered. At the initial election of the Directors by the Owners, the Directors shall be divided into two classes. The first class, consisting of two Directors, shall be re-elected during even numbered years. The second class, consisting of one Director shall be re-elected during odd numbered years. At each annual meeting of the Owners thereafter, the Owners shall elect a replacement for any Director whose term then expires.

(e) The names and addresses of the initial Directors are as follows:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

7.02 Declarant Control Period.

(a) Subject to the terms and conditions of paragraph 7.02(b) and paragraph 7.02(c) below, but notwithstanding anything else to the contrary contained in these Articles or in any other Association Document, Declarant shall have the exclusive right to appoint and remove all Directors and Officers during the Declarant Control Period. The phrase "Declarant Control Period" means the period commencing on the date on which Declarant forms the Association and ending on the earliest to occur of the date:

(i) that is 60 days after conveyance to Purchasers of 75 percent of the maximum number of Quarter Ownership Interests that may be created by Declarant under the Declaration;

(ii) that is two years after the last conveyance of a Quarter Ownership Interest by Declarant or a Successor Declarant in the ordinary course of business;

(iii) that is two years after any right to add new Units or Quarter Ownership Interests was last exercised; or

(iv) that Declarant, after giving written notice to the Owners, records an instrument surrendering all rights to control the activities of the Association.

(b) Declarant may voluntarily surrender its right to appoint and remove Directors and Officers prior to the expiration of the Declarant Control Period, but, in that event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Association or the Executive Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

(c) Notwithstanding anything to the contrary contained in paragraph 7.02(a) above, not later than 60 days after the conveyance of 25 percent of the Quarter Ownership Interests that may be created under the Declaration to Purchasers, one Director appointed by Declarant shall be replaced with one Director elected by Owners other than Declarant.

(d) During the 60-day period immediately preceding the date on which the Declarant Control Period expires, the Owners shall elect an Executive Board of three Directors, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant. Such Directors shall take office upon election.

ARTICLE VIII **LIABILITY AND INDEMNIFICATION**

8.01 Limits on Directors' Liability.

To the fullest extent permitted by the Act and the Colorado Revised Nonprofit Corporation Act, as the same exist or may hereafter be amended, a Director shall not be liable to the Association or the Owners 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 the Act and the Colorado Revised Nonprofit Corporation Act, as the same exist or may hereafter be amended, the Association shall indemnify each Director and each officer, employee, fiduciary and agent of the Association.

ARTICLE IX **BYLAWS**

The initial Bylaws of the Association shall be adopted by the Executive Board. The Executive Board shall have the power to alter, amend or repeal the Bylaws from time to time and to adopt new 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 Articles.

ARTICLE X **AMENDMENT**

The Association may amend, alter, change or repeal any provision contained in these Articles by, unless a higher voting requirement is set forth herein with respect to any particular provisions, the vote of

the holders of at least 80 percent of the votes allocated to all Quarter Ownership Interests, the Employee Unit and the Office Unit at any regular or special meeting called for that purpose at which a quorum is represented. The Association's right to amend, alter, change or repeal these Articles is subject to the limitations thereon set forth in the Declaration.

ARTICLE XI
INCORPORATOR

The name and address of the incorporator is Bryce Beecher, Esq., 1050 17th Street, Suite 1500, Denver, Colorado 80265.

Dated this ____ day of _____, 200__.

Bryce Beecher

REGISTERED AGENT'S ACCEPTANCE OF APPOINTMENT

Glen Arneson hereby consents to appointment as the initial registered agent for The Cirque Condominium Association, Inc.

Glen Arneson

The address to which the Secretary of State may send a copy upon completion of the filing is Bryce Beecher, Jacobs Chase Frick Kleinkopf & Kelley LLC, 1050 17th Street, Suite 1500, Denver, Colorado 80265.