

**ARTICLES OF INCORPORATION**  
**OF**  
**THE SEASONS AT KEYSTONE ASSOCIATION, INC.**  
**A Nonprofit Corporation**

Pursuant to § 7-122-102, Colorado Revised Statutes (C.R.S.), the individual named below causes these Articles of Incorporation to be delivered to the Colorado Secretary of State for filing, and states as follows:

**ARTICLE I**  
**NAME**

The name of the corporation is The Seasons at Keystone Association, Inc. ✓

**ARTICLE II**  
**DURATION**

The corporation shall have perpetual existence. ✓

**ARTICLE III**  
**REGISTERED OFFICE AND AGENT**

3.01 Registered Agent. The address of the initial registered office of the corporation is c/o Keystone/Intrawest L.L.C., c/o Intrawest Resorts, Inc., 1050 17th Street, Suite 1250, Denver, Colorado 80265. The name of its initial registered agent at such address is Michael O'Connor. ✓  
The written consent of the initial registered agent to the appointment as such is stated below.

3.02 Principal Office. The address of the Corporation's initial principal office is c/o Intrawest Resorts, Inc., 1050 17th Street, Suite 1250, Denver, Colorado 80265. ✓

**ARTICLE IV**  
**DEFINITIONS**

4.01 Declaration. As used herein, "Declaration" means the Declaration of Covenants, Conditions and Restrictions for The Seasons at Keystone, recorded in the Summit County Records, as the same may be amended from time to time.

4.02 Other Definitions. Unless otherwise defined herein, all capitalized terms used in these Articles shall have the meanings given to them in the Declaration.

FILED  
DONETTA DAVIDSON  
COLORADO SECRETARY OF STATE

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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 of that Unit and may not be separated from the Unit to which it is appurtenant. 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. Any transfer or encumbrance of a Membership other than as permitted in this Section 5.01 shall be void and have no force or effect.

(b) Notwithstanding anything to the contrary contained in paragraph 5.01(a) above, an Owner may assign its voting rights to any Person by a duly executed proxy timely delivered to the Association.

5.02 Voting.

(a) The total number of votes allocated to Memberships appurtenant to the 32 Units shall be 32. Each Membership appurtenant to each of the 32 Units shall be entitled to one vote. If any Units are added to or withdrawn from the Condominium, the total number of votes allocated to all Memberships and the allocation thereof after such addition, withdrawal, increase or decrease shall be recalculated so that each Membership appurtenant to a Unit has one vote.

(b) Each Membership shall be entitled to one vote, regardless of the number of Owners of the Unit to which the Membership is appurtenant. Fractional voting shall not be allowed. If the Owners of a 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 Membership appurtenant to a particular Unit, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Membership, unless objection thereto is made by an Owner of that Unit to the Person presiding over the meeting at the time the vote is cast. If more than one vote is cast for any particular Membership, none of such votes shall be counted and all of such votes shall be deemed null and void.

(c) The Association shall have no voting rights for any Membership appurtenant to any Unit owned by the Association.

ARTICLE VI  
PURPOSES AND POWERS; DISTRIBUTION; DISSOLUTION

6.01 Purposes.

The Association's purposes are:

(a) to manage, operate, insure, improve, repair, replace, alter and maintain the Common Elements;

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

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

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

(e) to enter into agreements with other Persons, including, without limitation, easements, licenses, leases and other agreements with one or more common interest community associations which contemplate the sharing of expenses among the Association and the other Persons for facilities and services that serve the Association and the other Persons;

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

(g) to regulate and manage the Condominium.

#### 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 is not obligated to:

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

(ii) acquire, sell, lease and grant easements over, across and through Common Elements;

(iii) borrow monies and grant security interests in the Common Elements and in the assets of the Association as collateral therefor;

(iv) make capital improvements, repairs and replacements to the Common Elements; and

(v) hire and terminate managing agents and other employees, agents and independent contractors.

6.03 Restrictions on Purposes and Powers; Distribution; Dissolution.

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 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, other than to fill a vacancy for the unexpired portion of any Director's term, subject to Declarant's rights under Section 7.02 below; or (iv) determine the qualifications, powers and duties, or terms of office, of Directors.

(c) The Executive Board shall consist of three Directors. The names and addresses of the initial Directors are as follows:

<u>Name</u>	<u>Address</u>
Michael O'Connor	c/o Intrawest Resorts, Inc., 1050 17th Street, Suite 1250 Denver, Colorado 80265
Dean Myerson	0140 Ida Belle Drive Keystone, Colorado 80435
Thomas Davidson	0140 Ida Belle Drive Keystone, Colorado 80435

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

**7.02 Declarant Control Period.**

(a) Subject to the terms and conditions of paragraphs 7.02(b) and (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 hereof and ending on the earliest to occur of:

(i) the date that is sixty days after conveyance to Purchasers of 75 percent of the maximum number of Units that may be created by Declarant under the Declaration;

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

(iii) the date that is two years after any right to add new Units was last exercised.

(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 sixty days after the conveyance of 25 percent of the Units that may be created under the Declaration to Purchasers, one Director appointed by Declarant shall be replaced with a Director elected by Owners other than Declarant.

(d) During the thirty-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 67 percent of the votes allocated to all Memberships 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 incorporator is:

Kathy G. Drobnak /  
1050 17th Street, Suite 1500  
Denver, Colorado 80265

The name and address of the individual who causes this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, is:

Kathy G. Drobnak /  
1050 17th Street, Suite 1500  
Denver, Colorado 80265