

ARTICLES OF INCORPORATION

OF

THE POINTE AT LAKE DILLON HOMEOWNERS ASSOCIATION, INC.

NONPROFIT

In compliance with the requirements of the Colorado Nonprofit Corporation Act, Section 7-20-101 through 7-29-106, C.R.S. 1973 as amended, the undersigned, who is of full age, for the purpose of forming a non-profit corporation hereby certifies:

ARTICLE I

NAME

The name of the corporation is THE POINTE AT LAKE DILLON HOMEOWNERS ASSOCIATION, INC., hereafter called the "association."

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 102 Morningstar Circle, Unit A, P.O. Box 4280, Frisco, CO 80443.

ARTICLE III

REGISTERED AGENT

Melinda L. Barnes, whose address is 102 Morningstar Circle, Unit A, P.O. Box 4280, Frisco, CO 80443, is hereby appointed the initial registered agent of this Association, and such address shall be the registered address of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for architectural control, maintenance and preservation of the Condominium Units and Common Elements within that certain tract of land described on Exhibit A attached hereto and incorporated herein by this reference ("Property") and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and to promote the health, safety and welfare of the residents within the Property for this purpose to:

(a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for The Pointe at Lake Dillon ("Declarations") applicable to the Property, and recorded or to be recorded in the office of the Clerk and Recorder of Summit County, Colorado, as the same may be amended from time to time, said Declarations being incorporated herein as if set forth at length (terms which are defined in the Declaration shall have the same meanings herein,

COMPUTER GENERATED

10/1/97

10

unless otherwise defined);

(b) fix, levy, collect, and enforce payment by any lawful means of all charges and assessments payable to the Association pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell, or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, and grant permits, licenses and easements over the Common Elements for public utilities, roads and/or other purposes reasonably necessary or useful for the proper maintenance or operation of the Project;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Elements, subject to the prior written approval of the VA or HUD until such time as Declarant's rights pursuant to Paragraph 5.3 of the Declaration have terminated, provided that any merger or consolidation shall have the assent of two-thirds (2/3) of the Members;

(g) manage, control, operate, maintain, repair, and improve the Common Elements;

(h) enforce covenants, restrictions, and conditions affecting any property to the extent this Association may be authorized under the Declaration;

(i) engage in activities which will actively foster, promote, and advance the common ownership interests of Owners;

(j) enter into, make, perform, or enforce contracts, licenses and agreements of every kind and description, including without limitation those certain agreements, contracts, licenses, leases, easements and/or rights-of-way, as more fully provided in Section 6.7 of the Declaration, and do all other acts necessary, appropriate, or advisable in carrying out any purpose of this

Association, with or in association with any person, firm, association, corporation, or other entity or agency, public or private;

(k) adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of this Association; provided, however, that such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the Declaration; and

(l) have and exercise any and all powers, rights, and privileges which a corporation organized under the Colorado Nonprofit Corporation Act by law may now or hereafter have or exercise.

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Condominium Unit which is now or hereafter subject by the Declaration to assessment, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Condominium Unit which is subject to assessment by the Association.

A transfer of membership, including all rights of an Owner with respect to the Common Elements, shall occur automatically upon the transfer of title to the Condominium Unit to which the membership pertains. The Association may suspend the voting rights of a Member and the right to use any recreational facility for any period not to exceed 60 days for failure to comply with rules and regulations of the Association, or for any period during which any Association assessment against such Owner or against such Owner's Condominium Unit remains unpaid. All Members shall be entitled to vote on all matters, except any Members who are in default of any obligations to the Association. Cumulative voting is prohibited.

ARTICLE VI VOTING RIGHTS

All Owners shall be entitled to one vote for each Condominium Unit owned. When more than one Owner holds an interest in the same Condominium Unit, all such Owners shall be Members and the vote for such Condominium Unit shall be cast as the Owners thereof agree, but in no event shall more than one vote per question be cast with respect to such Condominium Unit. If the Owners of such Condominium Unit do not agree as to the manner in which their vote should be cast when called upon to vote, then they shall be treated as having abstained.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be initially managed by a Board of three (3) directors. Directors shall be Members which, in the case of Declarant, shall include the officers, directors and employees of Declarants, and in the case of other corporate Members shall include the officers and directors of each such corporate Member. The number of Directors may be changed as set forth in the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Melinda L. Barnes	P.O. Box 4280 Frisco, CO 80443
Maurice E. Barnes	P.O. Box 4280 Frisco, CO 80443
Thomas Burke	P.O. Box 4280 Frisco, CO 80443

The terms of office and the method for election of the Board of Directors shall be as set forth in the Bylaws of the Association.

No director shall have personal liability to the Association or to its Members for monetary damages for breach of fiduciary duty as a director. However, the foregoing sentence shall not eliminate or limit the liability of a director to the Association or its Members for monetary damages for breach of the director's duty of loyalty to the Association or its Members, acts or omissions not in good faith or which involve intention misconduct or knowing violation of law, acts specified in C.R.S. p.7-24-111, or any transaction from which the director derived an improper personal benefit. Further, this provision shall not eliminate or limit the liability of a director to the Association or its Members for monetary damages for any act or omission occurring prior to the date of incorporation.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall

be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE IX
OFFICERS

The Board of Directors of the Association may appoint a President, one or more Vice-Presidents, a Secretary, a Treasurer, and such other officers as the Board, in accordance with the provisions of the Bylaws, believes will be in the best interests of the Association. The officers shall have such duties as may be prescribed in the Bylaws of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE X
DURATION

The corporation shall exist perpetually.

ARTICLE XI
AMENDMENTS

Subject to the terms and provisions of Sections 15.2, 15.3 and 17.1(b) of the Declaration, amendment of these Articles shall require the assent of two-thirds (2/3) of a quorum of Members voting in person or by proxy at an annual meeting of the Members or at any special meeting called for that purpose.

ARTICLE XII
VA OR HUD APPROVAL

As long as Declarant has rights under Paragraph 5.3 of the Declaration, the following actions shall require the prior approval of the VA or HUD: annexation of additional properties, mergers and consolidations, mortgaging of Common Elements, dedication of Common Elements, dissolution and amendment of these Articles of Incorporation.

ARTICLE XIII
CONFLICTS

In case of any conflict between the Declaration and these Articles the Declaration shall control. In the case of any conflict between these Articles and the Bylaws of the Association, these Articles shall control.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Colorado, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this _____ day of _____, 1997.

Address of Incorporator:

102 Morningstar Circle, Unit A
P.O. Box 4280
Frisco, CO 80443

Melinda L. Barnes
Melinda L. Barnes

STATE OF COLORADO) ss.
SUMMIT COUNTY)

29 I, the undersigned, a Notary, hereby certify that on the
day of August, 1997, appearing before me, Melinda
L. Barnes, who being by me duly sworn, declares that she is the
person who signed the foregoing Articles of Incorporation as
incorporator, and that the statements therein contained are true.

Witness my hand and official seal.

Lisa Mery
Notary Public

My Commission Expires: 2.20.2000

CONSENT OF INITIAL REGISTERED AGENT

The undersigned hereby consents to the appointment as the
initial registered agent of The Pointe at Lake Dillon Homeowners
Association, Inc.

Dated: 8.29.97

Melinda L. Barnes
Melinda L. Barnes

2. Assets held by the Association on condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirement.

3. Assets received and held by the Association, subject to limitations permitting their use only for charitable, religious, eleemosynary, benevolent, educational or similar purposes, but not held upon a condition requiring return, transfer or conveyance by reason of the dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, societies or organizations engaged in activities similar to those of this Corporation, in accordance with a plan of distribution adopted pursuant to the Colorado Nonprofit Corporation Act which is not inconsistent with these Articles of Incorporation.

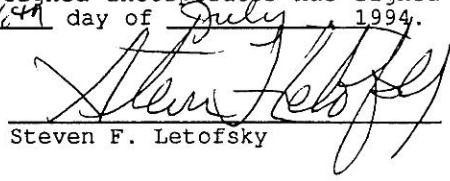
4. Assets received and held by the Association not subject to liabilities, conditions or use limitations, as specified in Paragraphs 1, 2 and 3 above, shall be distributed to the Owners of Lots pro rata according to their ownership interests as specified in Exhibit B of the Declaration.

5. Any remaining assets may be distributed to such persons, societies, organizations, governmental entities, political subdivisions, or domestic or foreign corporations, whether for profit or nonprofit, as may be specified in a plan of distribution adopted pursuant to the Colorado Nonprofit Corporation Act and which is not inconsistent with these Articles of Incorporation.

ARTICLE XIII

EXECUTION

In Witness Whereof, the undersigned incorporator has signed these Articles in duplicate this 6th day of July, 1994.


Steven F. Letofsky

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 6th
— day of July, 1994, by Steven F. Letofsky.

Witness my hand and official seal.

My Commission Expires: December 4, 1997.


Shelley R. Mullins
Notary Public