

**BYLAWS
of
HERITAGE CROSSING AT THE GONDOLA CONDOMINIUM
OWNERS ASSOCIATION, INC.**

**ARTICLE 1
INTRODUCTION AND PURPOSE**

Section 1.1 - Introduction.

These are the Bylaws of Heritage Crossing at the Gondola Condominium Owners Association, Inc., a Colorado nonprofit corporation (the "Association"), which association shall operate under the Declaration of Grants, Covenants, Conditions and Restrictions for Heritage Crossing at the Gondola Condominiums (the "Declaration") and, as applicable, the Colorado Revised Nonprofit Corporation Act, Colorado Revised Statutes Title 7, Articles 121-137, as amended (the "Corporation Act") and the Colorado Common Interest Ownership Act, Colorado Revised Statutes Title 38, Article 33.3, as amended (the "Act"). In the event of any conflict between the Declaration and the Corporation Act, or the Declaration and the Act, unless expressly prohibited by the Corporation Act or the Act, as applicable, the terms and provisions of the Declaration shall control.

Section 1.2 - Purposes.

The purposes for which the Association is formed are to preserve and enhance the value of the properties of Association Members (as that term is defined below) subject to the Declaration and to govern the Common Elements and affairs of Heritage Crossing at the Gondola, a Colorado condominium common ownership interest community situated in the Town of Mountain Village, County of San Miguel, State of Colorado (the "Community"), as created pursuant to the Declaration for the Community. Unless otherwise defined herein, capitalized terms herein shall have the meaning ascribed in the Declaration.

Section 1.3 - Persons Subject to Bylaws.

All present or future Owners, tenants, future tenants, guests or any person that might use or occupy, in any matter, the facilities within the Community, are subject to the terms and provisions of these Bylaws and the other governing documents of the Community. The mere acquisition, rental or use of a Unit will signify that the Condominium Documents of the Community are acceptable, ratified and will be complied with by the lessee or user thereof.

**ARTICLE 2
EXECUTIVE BOARD**

Section 2.1 - Number and Qualification.

- (a) The affairs of the Community and the Association shall be governed by an Executive Board which initially shall consist of three (3) persons and at all times shall consist of an odd number of members, other than one member. Except for members of the Executive Board appointed by Declarant during the Declarant Control Period, each member of the Executive Board shall be a Unit Owner or a person designated in writing by a Unit Owner that is not a natural person to represent such Unit Owner. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner

shall be eligible to serve as an Executive Board member and shall be deemed to be a Unit Owner for the purposes of these Bylaws. At any meeting at which Executive Board members are to be elected, the Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws, the Declaration and the Corporation Act for conducting the election.

- (b) Except with respect to Executive Board members during the Declarant Control Period, the terms of at least one-third (1/3) of the Executive Board members shall expire annually.
- (c) The Declaration shall govern appointment of members of the Executive Board during the Declarant Control Period.

The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

- (e) Within thirty (30) days after expiration of the Declarant Control Period, the Executive Board shall call a special meeting of the Owners to elect new Executive Board members who are to take office at the end of such terms. Of the three Executive Board members so elected by the Owners: (i) one shall serve for a term of one year (or, if less than one year until the next annual meeting of Owners, until the next annual meeting of Owners); (ii) one shall be an Owner of a Commercial Unit and shall serve for a term of two years (or, if less than two years until the next subsequent annual meeting of Owners, until the next subsequent annual meeting of Owners); and (iii) one shall be an Owner of a Residential Unit and shall serve for a term of three years (or, if less than three years until the second (2nd) subsequent annual meeting of Owners, until the second (2nd) subsequent annual meeting of Owners). Thereafter, one or more Executive Board members shall be elected at each annual meeting of Owners and each Executive Board member shall serve for a term of three years.

Section 2.2 - Powers and Duties.

The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, the Articles of Incorporation of the Association, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration, the Articles of Incorporation of the Association and the Act, the powers and duties necessary for the administration of the affairs of the Association and the Community, including, without limitation, the power and/or duty to:

- (a) Adopt and amend Bylaws and rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses, Limited Common Expenses and Special Assessments from Unit Owners;
- (d) Hire and discharge managing agents of the Association and/or on behalf of individual Unit Owners;
- (e) Hire and discharge employees, independent contractors and agents other than managing agents of the Association and/or on behalf of individual Unit Owners;

- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Declaration, Bylaws or Association rules and regulations in the Association's name on behalf of the Association or two (2) or more Unit Owners on matters affecting the Community;
- (g) Make contracts and incur liabilities, both on behalf of the Association and any individual Unit Owner engaging the Association for such purposes;
- (h) Regulate the use, maintenance, repair, replacement and modification of Community Common Elements;
- (i) Cause additional improvements to be made as a part of the Community Common Elements;
- (j) Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property; provided, Community Common Elements may be conveyed or subjected to a security interest only pursuant to Section 312 of the Act;
- (k) Grant or obtain easements, licenses or permits for any period of time, including permanent easements, and grant leases, licenses and concessions through or over the Community Common Elements and/or adjacent property;
- (l) Impose and receive a payment, fee or charge for services provided to Unit Owners and for the use, rental or operation of the Community Common Elements, other than Limited Common Elements described in Subsections 202(l)(b) and (d) of the Act;
- (m) Impose a reasonable charge for late payment of assessments and, after notice and hearing, levy reasonable fines for violation of the Declaration, these Bylaws and/or rules and regulations of the Association;
- (n) Impose a reasonable charge for the preparation and recording of amendments to the Declaration, the preparation of statements of unpaid assessments and the performance of other administrative functions;
- (o) Provide for the indemnification of the Association's officers and members of the Executive Board and maintain Executive Board members' and officers' liability insurance;
- (p) Exercise any other powers conferred by the Declaration or these Bylaws;
- (q) Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association;
- (r) Exercise any other power necessary and proper for the governance and operation of the Association; and
- (s) By resolution, establish committees of Executive Board members, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. Actions taken by a committee may be appealed to

the Executive Board by any Unit Owner within fifteen (15) days after publication of notice of action and, in such event, the committee's action shall be ratified, modified or rejected by the Executive Board at its next regular meeting.

Section 2.3 - Association Manager.

The Executive Board may employ a manager for the Community at a compensation established by the Executive Board to perform duties and services authorized by the Executive Board. The Executive Board may delegate to this manager only the powers granted to the Executive Board by these Bylaws under Section 2.2, Subdivisions (c), (e), (g) and (h). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board and to fulfill the requirements of the budget. Regardless of any delegation to a manager or managing agent, the members of the Executive Board shall not be relieved of responsibilities under the Declaration, the Articles of Incorporation of the Association, these Bylaws or Colorado law.

Section 2.4 - Individual Unit Owners' Manager.

The Executive Board may also employ a manager or managers for such individual Unit Owners as shall designate the Association as their agent for purposes of engaging management of their Unit(s). In such capacity as the Unit Owner(s) agent, the Executive Board may employ such manager or managers to perform such services and duties and at a compensation established by the Executive Board with the consent of the Unit Owner.

Section 2.5 - Removal of Executive Board Members.

Except during the Declarant Control Period, the Unit Owners, by a vote of at least two-thirds (2/3^{ths}) of the votes by the subject Class, if applicable, at any meeting of the Unit Owners at which a quorum is present, may remove an Executive Board member, with or without cause.

Section 2.6 - Vacancies.

Except during the Declarant Control Period, vacancies in the Executive Board, caused by any reason other than the removal of an Executive Board member by a vote of the Unit Owners, may be filled at a special meeting of the Executive Board, if the vacancy is in at large position, or of the subject Class of Owners, if a reserved Class position, held for that purpose at any time after the occurrence of the vacancy, even though the Executive Board members or Class Owners, as applicable, present at that meeting may constitute less than a quorum. Such appointments shall be made by a majority of the remaining elected Executive Board members constituting the Executive Board or attending Class Owners, as applicable. Each person so elected or appointed shall be an Executive Board member for the remainder of the term of the Executive Board member so replaced.

Section 2.7 - Regular Meetings.

The first regular meeting of the Executive Board following each annual meeting of the Unit Owners shall be held within ten (10) days after the annual meeting at a time and place to be set by the Unit Owners at the meeting at which the Executive Board shall have been elected. No notice shall be necessary to the newly elected Executive Board members in order to legally constitute such meeting, provided a majority of the

Executive Board members are present. The Executive Board may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings.

Section 2.8 - Special Meetings.

Special meetings of the Executive Board may be called by the President or by a majority of the Executive Board members on at least three (3) business days' notice to each Executive Board member. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

Section 2.9 - Location of Meetings.

All meetings of the Executive Board shall be held within Colorado unless all Executive Board members consent in writing to another location. Meetings conducted by teleconference may be held from any location.

Section 2.10 - Waiver of Notice.

Any Board Member may waive notice of any meeting in writing. Attendance by a Board Member at any meeting of the Executive Board shall constitute a waiver of notice. If all the Executive Board members are present at any meeting, no notice shall be required, and any business may be transacted at such meeting.

Section 2.11 - Quorum of Executive Board members.

At all meetings of the Executive Board, a majority of the Executive Board members shall constitute a quorum for the transaction of business. At a meeting at which a quorum is present, the votes of a majority of the Executive Board members present at a meeting at which a quorum is present shall constitute a decision of the Executive Board. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 2.12 - Consent to Corporate Action.

If all the Executive Board members or all Executive Board members of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Executive Board members constitutes a quorum, that action shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file these consents with the minutes of the meetings of the Executive Board.

Section 2.13 - Telephone Communication in Lieu of Attendance.

A Board Member may attend a meeting of the Executive Board by using an electronic or telephonic communication method whereby the Board Member may be heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Executive Board. The Board Member's vote shall be counted and the presence noted as if that Board Member were present in person on that particular matter.

ARTICLE 3 UNIT OWNERS AND MEMBERSHIP

Section 3.1 - Membership.

Ownership of a Unit is required in order to qualify for membership in this Association. Membership is more fully addressed in the Articles of Incorporation of the Association and the Declaration.

Section 3.2 - Annual Meeting.

Annual meetings of Unit Owners shall be held during each of the Association's fiscal years, at such time of the year and date as determined by the Executive Board and set forth in the notice. At these meetings, the Executive Board members shall be elected by ballot of the Unit Owners, in accordance with the provisions of the Articles of Incorporation of the Association, these Bylaws and the Declaration. The Unit Owners may transact other business as may properly come before them at these meetings. Failure to hold an annual meeting shall not work a forfeiture or dissolution of the Association.

Section 3.3 - Budget Meeting.

Meetings of the Unit Owners to consider proposed budgets shall be called in accordance with the Declaration. The budget may be considered at annual or special meetings called for other purposes as well.

Section 3.4 - Special Meetings.

Special meetings of the Association may be called by the President, by a majority of the Executive Board members or by Unit Owners comprising thirty-five percent (35%) of the votes in the Association.

Section 3.5 - Place of Meetings.

Meetings of the Unit Owners shall be held anywhere (i) in the Community, (ii) the Town of Mountain Village, Colorado, (iii) Telluride, Colorado, or (iv) San Miguel County, Colorado, and may be adjourned to a suitable place convenient to the Unit Owners, as may be designated by the Executive Board or the President.

Section 3.6 - Notice of Meetings.

The Secretary or other officer specified in the Bylaws shall cause notice of meetings of the Unit Owners to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to the mailing address designated in writing by the Unit Owner, not less than ten (10) nor more than fifty (50) days in advance of a meeting. No action shall be adopted at a meeting except as stated in the notice.

Section 3.7 - Waiver of Notice.

Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and the waiver shall be deemed equivalent to the receipt of notice.

Section 3.8 - Adjournment of Meeting.

At any meeting of Unit Owners, a majority of the Unit Owners who are present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.9 - Order of Business.

The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure);
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports;
- (e) Establishing the number and term of members on the Executive Board (if required and noticed);
- (f) Electing inspectors of election (when required);
- (g) Electing members on the Executive Board (when required);
- (h) Ratifying the budget (if required and noticed);
- (i) Conducting unfinished business; and
- (j) Conducting new business.

Section 3.10 - Voting.

- (a) If only one of several Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast all the votes allocated to the Unit. If more than one of the Owners are present, the votes allocated to the Unit may be cast only in accordance with the agreement of majority in interest of the Owners. There is majority agreement if any one of the Owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by another Owner of the Unit.
- (b) Votes allocated to a Unit may be cast under a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given under this section only by actual notice of revocation to the person presiding over a meeting of the Associations. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.
- (c) The vote of a corporation or business trust may be cast by any officer of that corporation or business trust in the absence of express notice of the designation of a specific person by members of the board

or bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust Owner is qualified to vote.

- (d) Votes allocated to a Unit owned by the Association may not be cast.

Section 3.11 - Quorum.

Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy at any meeting of Unit Owners, but no less than fifty percent (50%) of the Unit Owners (by Class, if applicable), shall constitute a quorum at that meeting.

Section 3.12 - Majority Vote.

The Vote of a majority of the votes present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws, the Articles of Incorporation or by law.

Section 3.13 - Unit Owner Addresses for Notices.

Unless a Unit Owner shall have notified the Association by registered or certified mail of a different address, any notice required to be given, or otherwise given by the Association under these Bylaws to any Unit Owner or any other written instrument to be given to any Unit Owner, may be mailed to such Unit Owner in a postage prepaid envelope and mailed by first class, registered or certified mail to the address of the Unit shown upon the Association's records as being owned by such Unit Owner. If more than one Unit Owner owns a particular Unit, then any notice or other written instrument may be addressed to all of such Owners and may be mailed in one envelope in accordance with the foregoing. Any notice or other written instrument given by the Executive Board in accordance with the foregoing will be deemed to have been given on the date that it is mailed.

Section 3.14 - Rules at Meeting.

The Executive Board may prescribe reasonable rules for the conduct of all meetings of the Board and Unit Owners. In the absence of such rules, Robert's Rules of Order shall be used.

ARTICLE 4 OFFICERS

Section 4.1 - Designation.

The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. There may be more than one Vice President. The Executive Board may appoint an assistant Treasurer, an assistant Secretary and other officers as it finds necessary. The President and Vice President, but no other officers, need to be Executive Board members. Any two (2) offices except the offices of President and Secretary may be held by the same person. The office of

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Vice President may be vacant. An officer need not be a Member of the Association.

Section 4.2 - Election of Officers.

The officers of the Association shall be elected annually by the Executive Board at the organizational meeting of each new Executive Board. Officers shall hold office at the pleasure of the Executive Board.

Section 4.3 - Removal of Officers.

Upon the affirmative vote of a majority of the Executive Board members, any officer may be removed with or without cause. A successor may be elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for that purpose.

Section 4.4 - President.

The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Unit Owners and the Executive Board. The President shall have all of the general powers and duties which are incident to the office of President of a nonprofit corporation organized under the laws of the State of Colorado, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association. The President may fulfill the role of Treasurer in the absence of the Treasurer. The President may cause to be prepared and may execute amendments, attested by the Secretary, to the Declaration and these Bylaws on behalf of the Association following authorization or approval of the particular amendment as applicable.

Section 4.5 - Vice President.

The Vice President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint an other Board Member to act in the place of the President on an interim basis. The Vice President shall also perform other duties imposed by the Executive Board or by the President.

Section 4.6 - Secretary.

The Secretary shall keep the minutes of all meetings of the Unit Owners and the Executive Board. The Secretary shall have charge of the Association's books and papers as the Executive Board may direct and shall perform all the duties incident to the office of Secretary of a nonprofit corporation organized under the laws of the State of Colorado. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.7 - Treasurer.

The Treasurer shall be responsible for Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. This officer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Executive Board and shall perform all the duties incident to the office of

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Treasurer of a nonprofit corporation organized under the laws of the State of Colorado. The Treasurer may endorse on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Executive Board. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Executive Board decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the Treasurer and executed by two (2) Executive Board members, one of whom may be the Treasurer if the Treasurer is also a Board Member.

Section 4.8 - Agreements, Contracts, Deeds, Checks, etc.

Except as provided in Sections, 4.4, 4.6, and 4.9 of these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by any other person or persons designated by the Executive Board.

Section 4.9 - Statements of Unpaid Assessments.

The Treasurer, assistant treasurer, a manager employed by the Association, if any, or, in their absence, any officer having access to the books and records of the Association may prepare, certify and execute statements of unpaid assessments, in accordance with Section 316 of the Act.

The Association may charge a reasonable fee for preparing statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Executive Board. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

ARTICLE 5 ENFORCEMENT

Section 5.1 - Abatement and Enjoinment of Violations by Unit Owners.

The Executive Board shall have the right to enforce rules and regulations adopted by the Executive Board and remedy violations thereof, including, without limitation, the right, after notice and hearing (except in case of an emergency), in addition to any other rights set forth in these Bylaws:

- (a) To enter the Unit or Limited Common Element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the Unit Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist in that Unit) then existing and creating a danger to the Community Common Elements contrary to the intent and meaning of the provisions of the Condominium Documents; or
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

The Executive Board shall not be deemed liable for any manner of trespass as a result of undertaking any action authorized above.

Section 5.2 - Fines for Violation.

By resolution, following notice and hearing, the Executive Board may levy reasonable fines per day for each day that a violation of the Condominium Documents or rules and regulations persists after notice and hearing, not to exceed the amount necessary to insure compliance with the subject provision, rule or order of the Executive Board.

ARTICLE 6 INDEMNIFICATION

- (a) Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Association or is or was serving at the request of the Association as a director or officer of another corporation, including, without limitation, any subsidiary, partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnatee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Association to the fullest extent authorized by the Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Association to provide broader indemnification rights than such law permitted the Association to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnatee in connection therewith; provided, however, except as provided in Subsection (c) below with respect to proceedings to enforce rights to indemnification, the Association shall indemnify any such indemnatee in connection with a proceeding (or part thereof) initiated by such indemnatee only if such proceeding (or part thereof) was authorized by the Executive Board.
- (b) The right to indemnification conferred in Subsection (a) of this Section shall include the right to be paid by the Association the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, if the Corporation Act requires, an advancement of expenses incurred by an indemnatee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnatee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Association of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication"), that such indemnatee is not entitled to be indemnified for such expenses under this Section or otherwise. The rights to indemnification and to the advancement of expenses conferred in Subsections (a) and (b) of this Section shall be contract rights and such rights shall continue as to an indemnatee who has ceased to be a director or officer and shall inure to the benefit of the indemnatee's heirs, executors and administrators.
- (c) If a claim under Subsection (a) or (b) of this Section is not paid in full by the Association within sixty (60) days after a written claim has been received by the Association, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the

indemnatee may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnatee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnatee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnatee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Association to recover an advancement of expenses pursuant to the terms of an undertaking the Association shall be entitled to recover such expenses upon a final adjudication that, the indemnatee has not met any applicable standard for indemnification set forth in the Corporation Act. Neither the failure of the Association (including its Executive Board, independent legal counsel or its members) to have made a determination prior to the commencement of such suit that indemnification of the indemnatee is proper in the circumstances because the indemnatee has met the applicable standard of conduct set forth in the Corporation Act, nor an actual determination by the Association (including its Executive Board, independent legal counsel or its members) that the indemnatee has not met such applicable standard of conduct, shall create a presumption that the indemnatee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnatee, be a defense to such suit. In any suit brought by the indemnatee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnatee is not entitled to be indemnified, or to such advancement of expenses, under this Section or otherwise shall be on the Association.

- (d) The rights to indemnification and to the advancement of expenses conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Association Articles of Incorporation, agreement, vote of members or disinterested directors or otherwise.
- (e) The Association may, to the extent authorized from time to time by a majority vote of the disinterested directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Association to the fullest extent of the provisions of this Section with respect to the indemnification and advancement of expenses of directors and officers of the Association.

ARTICLE 7 RECORDS

Section 7.1 - Records and Audits.

The Association shall maintain financial records. Unless otherwise provided in the Condominium Documents, the cost of any audit shall be a Common Expense .

Section 7.2 - Examination.

All records maintained by the Association or the its manager shall be available for examination and copying during normal business hours and after reasonable notice by any Unit Owner, any holder of a security interest in a Unit or its insurer or guarantor, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records. The Association may require prepayment of expenses incurred in providing copying and/or monitoring such examination.

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Section 7.3 - Records.

The Association or its manager or managing agent, if any, may keep the following records:

- (a) An account for each Unit, which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account and the balance due;
- (b) An account for each Unit Owner showing any other fees payable by the Unit Owner;
- (c) A record of capital expenditures approved by the Executive Board;
- (d) A record of the amount and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for any specific project;
- (e) The most recent balance sheet and income and expense statement, if any, of the Association;
- (f) The current operating budget of the Association adopted pursuant to Section 315(l) of the Act and ratified pursuant to the procedures of Section 303(4) of the Act;
- (g) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;
- (h) A record of insurance coverage provided for the benefit of Unit Owners and the Association;
- (i) A record of any alterations or improvements to Units or Limited Common Elements which violate any provisions of the Declarations of which the Executive Board has knowledge;
- (j) A record of any violations to any portion of the Common Interest Community relating to health, safety, fire or building codes or laws, ordinances or regulations of which the Executive Board has knowledge;
- (k) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;
- (l) Balance sheets and other records required by Colorado corporation law;
- (m) Tax returns for state and federal income taxation;
- (n) Minutes of proceedings of Unit Owners, Executive Board members, committees of Executive Board members and waivers of notice; and
- (o) A copy of the Declaration, Articles of Incorporation, these Bylaws, Association rules and regulations, and resolutions of the Executive Board, along with any exhibits and schedules referenced therein.

ARTICLE 8 MISCELLANEOUS

Section 8.1 - Notices.

All notices to the Association or the Executive Board shall be delivered to the office of the Manager, or, if there is no Manager, to the office of the Association, or to such other address as the Executive Board may designate by written notice to all Unit Owners and to all holders of security interests in the Units who have notified the Association that they hold a security interest in a Unit. Except as otherwise provided, all notices to any Unit Owners shall be sent to the Unit Owner's address as it appears in the records of the Association.

All notices to holders of security interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Condominium Documents, by registered or certified mail to their respective addresses, as designated in writing to the Association. All notices shall be deemed to have been given when mailed; provided, notices of change of address shall be deemed to have been given when received.

Section 8.2 - Fiscal Year.

The Executive Board shall establish the fiscal year of the Association.

Section 8.3 - Waiver.

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 8.4 - Office.

The principal office of the Association shall be at such place as the Executive Board may from time to time designate.

Section 8.5 - Working Capital.

A working capital fund is established pursuant to the Declaration. Any amounts paid into this fund shall not be considered as advance payment of assessments. Each Unit's share of the working capital fund may be collected and then contributed to the Association by the Declarant at the time the sale of the Unit is closed or at the termination of Declarant control. Until paid to the Association, the contribution to the working capital shall be considered an unpaid Common Expense Assessment.

Section 8.6 - Reserves.

As a part of the adoption of the regular budget the Executive Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements and those Limited Common Elements that it is obligated to maintain, based upon age, remaining life and quantity and replacement cost of major Community Common Element improvements.

**ARTICLE 9
AMENDMENTS TO BYLAWS**

Section 9.1 - Vote of Executive Board.

Except as expressly prohibited by the Articles of Incorporation of the Association, the Declaration, the Act or the Corporation Act, these Bylaws may be amended by vote of two-thirds (2/3^{rds}) of the members of the Executive Board, following notice and opportunity to comment to all Unit Owners, at any meeting duly called for such purpose.

Section 9.2 - Restrictions on Amendments.

Notwithstanding Section 9.1 to the contrary, no amendment of these Bylaws shall be adopted which would affect or impair the validity or priority of any security interest covering any Unit or which would materially change the provisions of the Bylaws with respect to a first lien security interest or the interest of any mortgagees or liens of record.

THE FOREGOING BYLAWS ARE HEREBY ADOPTED BY THE ASSOCIATION AS OF THIS THE
10 DAY OF April, 2002.

By: Trish Kunz, President
Trish Kunz

ATTEST:

Scott E. Pettit, Secretary
Scott E. Pettit

BOARD CERTIFICATION:

The undersigned, being all of the directors of the Association, by their signature below, certify that they have read the foregoing Bylaws and that they approve, ratify and confirm the Bylaws.

By: Trish Kunz
Trish Kunz

Date: 4-4-02

By: Scott E. Pettit
Scott E. Pettit

Date: 4-4-02

By: Peter Kivlin
Peter Kivlin

Date: 4-10-02

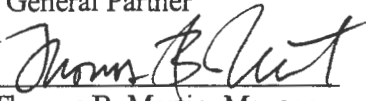
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OWNER CERTIFICATION:

The undersigned, being all of the members of the Association and being the Declarant, by its signature below, specifically adopts and consents to the Bylaws of the Association.

WILDAIR, LP, a Texas limited partnership

By: Wildair Management, LLC, a Texas
limited liability company,
General Partner

By: 
Thomas B. Martin, Manager

Date: 4-10-02