

BYLAWS

OF

VAIL GATEWAY PLAZA CONDOMINIUM ASSOCIATION, INC.

1. Name, Principal Office and Definitions.

1.1 Name. The name of the corporation is Vail Gateway Plaza Condominium Association, Inc. (the "Association"), a Colorado nonprofit corporation.

1.2 Principal Office. The principal office of the corporation in the State of Colorado shall be located in Eagle County. The Association may have such other offices, either within or outside the State of Colorado, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Condominium Declaration for Vail Gateway Plaza Condominiums, as amended from time to time and recorded on January 31, 1991 in the office of the Clerk and Recorder of Eagle County, Colorado in Book 546 at Page 877 (the "Declaration"), unless the context indicates otherwise.

2. Purposes and Assent.

2.1 Purposes. The specific purposes for which the Association is formed are (i) to provide for the operation and administration of the Association and its activities as well as to regulate and manage the use and maintenance of the Common Lot, Exterior Maintenance Areas and any Association-owned property as defined and more fully described in the Declaration and the Map; (ii) to preserve, protect, and enhance the values and amenities of such property; and (iii) to promote the health, safety, and welfare of the members of the Association.

2.2 Assent. All present or future Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of the Project in any manner are subject to the Association Documents, including these Bylaws and any rules adopted by the Board of Directors. The acquisition or rental of any of the Condominium Units will constitute ratification and acceptance of these Bylaws as well as an agreement to comply with these Bylaws in all respects.

3. Membership.

3.1 Membership. Ownership of a Condominium Unit is required in order to qualify for membership in the Association.

3.2 Representation on Board of Directors. If title to a Condominium Unit is held by a firm, corporation, partnership, association, other legal entity or any combination thereof, or if any individual or entity holds title to more than one Condominium Unit, then in either case, that individual or entity may appoint, by a writing

furnished to the Association, a delegate to represent each such Condominium Unit as a candidate for, and if elected, as a member of, the Board of Directors. Such delegate will not vote as a member of the Association unless such person is appointed by a proxy executed in conformance with these Bylaws to cast the voting interest of the Condominium Unit which he represents.

- 3.3 Responsibilities of Members. Any person, who becomes an Owner will automatically become a member and be subject to these Bylaws. Such membership will terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination will not relieve or release any such former Owner from any liability or obligation incurred under the Declaration or in any way connected with the Association during the period of such ownership, or impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Condominium Unit and membership in the Association and the covenants and obligations incident thereto.
- 3.4 Membership Certificates. No certificates of stock will be issued by the Association, but the Board of Directors may, if it so elects, issue membership certificates to Owners.
- 3.5 Classes of Membership.
- 3.5.1 Class A. Any Owner acquiring a fee simple interest in a Residential Unit shall automatically become a Class A member of the Association.
- 3.5.2 Class B. Any Owner acquiring a fee simple interest in a Commercial Unit shall automatically become a Class B member of the Association.
- 3.5.3 The Board may establish additional classes of membership from time to time.
- 3.6 Voting Privileges.
- 3.6.1 The voting rights of the members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein by reference.
- 3.6.2 When more than one person holds an interest in any Condominium Unit, all such persons will be members. The vote for such Condominium Unit will be exercised by one person or alternative persons as the Owners among themselves determine. If more than one of the multiple Owners are present at a meeting in person or by proxy, the vote allocated to their Condominium Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the multiple Owners casts the vote allocated to his Condominium Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Condominium Unit.
- 3.6.3 Any Owner of a Condominium Unit that is leased may assign his voting right to the tenant, provided that the tenant is appointed to vote on behalf

of the Owners by proxy and the proxy is furnished to the Secretary of the Association prior to any meeting in which the tenant exercises the voting right.

- 3.7 Proof of Membership. Any person or entity, on becoming an Owner, will furnish to the Manager or to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting that person or entity with an ownership interest, which instrument will remain in the files of the Association. The failure to comply with this requirement may result in the revocation of voting rights at any annual or special meeting of members.

4. Association: Meetings, Quorum, Voting, Proxies.

- 4.1 Place and Frequency of Meetings. Meetings of the members will be held at least once each year at such place, within or without the State of Colorado, as the Board of Directors may determine.
- 4.2 Annual Meetings. The annual meeting of the members shall be held at a time designated by the Board each year. The purpose of the annual meetings is for the election of the Board and the transaction of such other business of the Association as may properly come before the meeting.
- 4.3 Special Meetings. Special meetings of the members may be called at any time by the President of the Association, or by a majority of the Board of Directors, or upon written request of members who are collectively entitled to vote at least 40% of all of the votes in the Association.
- 4.4 Notice of Meetings. Written notice stating the place, day, and hour of the meeting and the agenda for the meeting will be delivered not less than 10 nor more than 50 days before the date of the meeting, personally or by mail or otherwise as permitted by the Act, by or at the direction of the President, or the Secretary, or the persons calling the meeting, as provided in these Bylaws, to each member of the Association at the address of such members that appears in the records of the Association. The Board of Directors may set a record date for determination of members entitled to notice of and to vote at a meeting.
- 4.5 Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than 50% of the total eligible number.
- 4.6 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of the voting members representing a majority of the total votes in the Association shall constitute a quorum at all meetings of the Association. If, however, such quorum is not present or represented at the meeting, the members entitled to vote at the meeting will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented by proxy.
- 4.7 Actions Binding on Members. A majority of votes intended to be cast by members constituting a quorum in person or by proxy will be sufficient to make decisions

binding on all Owners, unless a different number or method of voting is expressly required by statute or by the Declaration, the Articles, or these Bylaws.

- 4.8 Conduct of Meeting. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.
- 4.9 Voting by Mail. Voting by mail may be permitted for election of the Board of Directors, amendment of the Articles, adoption of a proposed plan of merger, consolidation or dissolution pursuant to the provisions of the Act and the Colorado Nonprofit Corporation Act, each as amended from time to time, or other questions that come before the Association. In the case of a vote by mail, the Secretary will give written notice to all members, which notice will include (i) a proposed written resolution setting forth a description of the proposed action, (ii) a statement that the members are entitled to vote by mail for or against such proposals, (iii) a statement of a date not less than 20 days after the date such notice will have been given by which all votes must be received, and (iv) the specified address of the office to which all votes must be sent. Votes received after that date will not be effective. Delivery of a vote in writing to the designated office will be equivalent to receipt of a vote by mail at such address for the purpose of this section.
- 4.10 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. All proxies must be in writing and may be either general or for a particular meeting. A proxy holder need not be an Owner.
- 4.11 Designation of Voting Representative by Non-Individual Owners – Requirement for Proxy. If title to a Condominium Unit is held in whole or in part by a firm, corporation, partnership, association, other legal entity, the voting privilege appurtenant to that ownership may be exercised only by a proxy executed on behalf of such party or parties, filed with the Secretary of the Association, and appointing and authorizing one person or alternate persons to attend an annual and special meetings of the members and to cast the vote allocated to that Condominium Unit at the meeting.
- 4.12 Designation of Voting Representative by Multiple Owners – Use of Proxy. If title to a Condominium Unit is held by more than one Owner, each Owner may vote or register protest to the casting of votes by the other Owners of the Condominium Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association.
- 4.13 Waiver of Notice. Waiver of notice of a meeting of the members will be deemed the equivalent of proper notice. Any member may waive, in writing, notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, will be deemed waiver by such member of notice of the time, date and place of the meeting unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of

notice of all business transacted at the meeting unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

- 4.14 Action Without a Meeting. Any action which may be taken by the vote of the members at a regular or special meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by of all of the members.
- 4.15 Meetings by Telephone. Any meeting of the members may be held by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

5. Board of Directors: Selection: Term of Office

- 5.1 Number, Qualification and Initial Board. The affairs of this Association will be managed by a Board of not less than three nor more than seven Directors . The Directors will be Members of the Association or the delegates of members appointed by proxy under Section 4 above. The number of members of the Board of Directors will be established from time to time by amendment to these Bylaws. The initial number of members of the Board of Directors will be three.

Directors shall be classified and elected as follows:

5.1.1 The Class A members shall elect one Director to be known as the Class A Director.

5.1.2 The Class B members shall elect two Directors to be known as the Class B Directors.

- 5.2 Directors During Declarant Control. During the Period of Declarant Control and until the first annual meeting of members, the Board of Directors will be selected by Declarant and will serve at the sole discretion of Declarant. The Directors selected by Declarant need not be members of the Association. Unless Declarant directs otherwise and subject to these Bylaws and the requirements of the Act and other applicable laws, the initial Board of Directors named in the Articles will continue to serve until the first annual meeting of members. Declarant will surrender its right to select the Board of Directors at the first annual meeting of members.

- 5.3 Election of Directors. At the first annual meeting of members, the members will elect a new Board of Directors and any terms of Directors appointed by Declarant that have not expired will terminate at that time. Directors will be elected by the Members at each annual meeting of the members in accordance with the applicable provisions of the Declaration and with Section 5.4 below.

- 5.4 Term of Office of Directors After Period of Declarant Control. The term of office for the initial Directors elected by the members will be fixed at the time of their election as they themselves will determine in order to establish a system of one to three year terms in which at least one-third of the Board is elected each year, and

the Board will identify in which year each director is subject to election. At the expiration of the initial term of office of each respective Director, a successor will be elected to serve three years. Each Director will hold office until such Director's successor is elected by the members and qualified to take over the office.

5.5 Removal of Directors. The Class A and Class B Directors may be removed with or without cause by the vote of a majority of the votes of the members then entitled to vote for such Director at any election of Directors. Any vacancy in the Board caused by removal of a Class A or Class B Director shall be filled only by the vote of a majority of the members present in person or by proxy then entitled to vote for the particular Director removed from office, as if such vote occurred at a regular annual meeting for the election of Directors. The person having the highest number of votes from members of the particular class in which the vacancy has occurred shall be declared elected to the Board.

5.6 Vacancies.

5.6.1 Prior to First Annual Meeting. Prior to the first annual meeting of members, if a Director appointed by Declarant dies, becomes disabled or resigns, Declarant will appoint a new Director to serve the balance of the term of the resigning, disabled or deceased Director; and if a Director elected by the members dies, becomes disabled or resigns, the remaining Directors will appoint a new Director from among the members other than Declarant to serve the remainder of the term of the resigning, disabled or deceased Director representing members other than Declarant.

5.6.2 Following First Annual Meeting. After the first annual meeting of members, any vacancy occurring on the Board may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. The term of the Director so elected will be coincident with the term of the replaced Director.

5.7 Compensation. No Director will receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his duties as a Director.

6. Meetings of Directors.

6.1 Regular Meetings. Regular meetings of the Board of Directors will be held at such regular times as set by the Board of Directors, at such place and hour as may be fixed from time to time by resolution of the Board. At least one such meeting shall be held each year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or facsimile, at least three days prior to the day named for such meeting.

6.2 Special Meetings. Special meetings of the Board of Directors will be held when called by the President of the Association, or by any two Directors, with or without notice.

- 6.3 Quorum. A quorum is deemed present throughout any meeting of the Board of Directors if persons entitled to cast 50% of the votes on the Board are present at the beginning of the meeting.
- 6.4 Actions Binding on Directors. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.
- 6.5 Waiver of Notice. Attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.
- 6.6 Action Taken Without a Meeting. The Directors will have the right to take any action which they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Directors. Any action so approved will have the same effect as though taken at a meeting of the Directors.
- 6.7 Meetings by Telephone. Any meeting of the board of directors or any committee designated by the board may be held by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.
7. Powers and Duties of the Board of Directors.
- 7.1 General. The Board of Directors will have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential and commercial condominium project. Except as provided by these Bylaws, the Declaration or the Act, the Board of Directors may do all such acts and things which are not specifically required to be done by the members and may otherwise act in all instances on behalf of the Association.
- 7.2 Specific Powers and Duties. Without limiting the generality of powers and duties set forth in Section 7.1 above, the Board of Directors will have the following powers and duties, in each case subject only to applicable requirements of the Act:
- 7.2.1 To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declaration.
- 7.2.2 To establish, make, amend from time to time, and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use, and occupancy of the Condominium Units, subject to the

provisions of the Declaration. A copy of such rules and regulations will be delivered or mailed to each member promptly after adoption.

- 7.2.3 To keep in good order, condition, and repair all the Common Lot, Exterior Maintenance Areas, and all items of personal property, if any, used in the enjoyment of the Property. No approval of the members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Bylaws.
- 7.2.4 To periodically fix, determine, levy, and collect the prorated assessments to be paid by each of the Owners in accordance with the Declaration and to adjust, decrease or increase the amount of the assessments, refund any excess assessments to Owners or to credit any excess of assessments over expenses and cash reserves to the Owners against the next succeeding assessment period. To levy and collect special assessments in accordance with the provisions of the Declaration, whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments shall be in statement form and shall set forth in detail the various expenses for which the assessments are being made.
- 7.2.5 To levy and collect default assessments for violation of the Association Documents or because the Association has incurred an expense on behalf of a member under the Association Documents.
- 7.2.6 To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these Bylaws; and to exercise other remedies for delinquent assessments as set forth in the Declaration.
- 7.2.7 To fix, determine, levy and collect the working capital funds to be paid by each of the members towards the working capital account of the Association, and to adjust, decrease, or increase the amount of working capital funds collected from each member as provided in the Declaration.
- 7.2.8 To borrow funds and, if necessary, assign the Association's right to receive assessments, in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Bylaws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary.
- 7.2.9 To enter into contracts within the scope of their duties and powers provided however, that any agreement for professional management of the Project.
- 7.2.10 To establish bank accounts which are interest bearing or non-interest bearing, as may be deemed advisable by the Board of Directors.

- 7.2.11 To keep and maintain detailed, full and accurate books and records showing in chronological order all of the receipts, expenses or disbursements pursuant to appropriate specificity and itemization and to permit inspection thereof as is provided in the Declaration and these Bylaws and, upon the vote of Owners representing an aggregate ownership interest of at least 51% of the General Common Elements, to cause a complete audit to be made of the books and records by a competent certified public accountant.
- 7.2.12 To designate and remove the personnel necessary for the operation, maintenance, repair and replacement of the common elements.
- 7.2.13 To suspend the voting rights of an Owner for failure to comply with these Bylaws or the rules and regulations of the Association or with any other obligations of the Owners pursuant to the Declaration.
- 7.2.14 In general, to carry on the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Condominium Project.

- 7.3 Manager. The Board of Directors may employ for the Association a Managing Agent (at a compensation established by the Board of Directors), to perform such duties and services as it shall authorize. The Board of Directors may delegate any of the powers and duties granted to it but, notwithstanding such delegation, shall not be relieved of its responsibility under the Declaration, the Articles or these Bylaws. The Declarant, or an affiliate of the Declarant, may be employed as Managing Agent or manager.

The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or manager, if any, which might arise between meetings of the Board of Directors.

- 7.4 Accounts and Reports. The Managing Agent shall keep and maintain detailed, full and accurate books and records showing in chronological order all of the receipts, expenses or disbursements pursuant to appropriate specificity and itemization and to permit inspection thereof as is provided in the Declaration and these Bylaws and, upon the vote of Owners representing an aggregate ownership interest of at least 51% of the General Common Elements, to cause a complete audit to be made of the books and records by a competent certified public accountant.

8. Officers and Their Duties.

- 8.1 Enumeration of Officers. The officers of the Association (who shall be chosen from among the members of the Board) will be a President, Vice-President, Secretary and Treasurer, and such other officers as the Board may from time to time create by resolution. A person may be appointed to fill more than one office, except that the offices of President and Secretary shall not be held by the same person.

- 8.2 Election of Officers. The election of officers will take place at the first meeting of the Board of Directors following each annual meeting of the Members.
- 8.3 Term. The officers of the Association will be elected annually by the Board, and each will hold office for one year or until his successor is duly elected and qualified, unless he sooner resigns, or is removed, or is otherwise disqualified to serve.
- 8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.
- 8.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.
- 8.6 Vacancies. A vacancy in any of office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer replaced.
- 8.7 Multiple Offices. Any two or more offices may be held by the same person except the offices of President and Secretary.
- 8.8 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.
9. Indemnification. To the agent permitted by law and consistent with the Articles of Incorporation, the Association will indemnify every member of the Board of Directors, and every officer, employee and agent of the Association and every person who serves at the request of the Association as a manager, director, officer, employee, fiduciary, or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust or other enterprise or employee benefit plan against liability asserted against or incurred by such person in such capacity or arising out of that person's capacity as such. The indemnification permitted under this Section will not amend, in any event, to any act or omission occurring prior to the date of incorporation of the Association.

In the event of a settlement, indemnification will be provided only in connection with such matters covered by this settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of such actions or omissions in the performance of such person's duties for the Association. The foregoing rights will not be exclusive of other rights to which such member of the Board of Directors or officer or other person may be entitled. All liability, loss, damage, cost and expense arising out of

or in connection with the foregoing indemnification provisions will be treated and handled by the Association as a Common Expense.

10. Nonprofit Corporation. The Association is not organized for profit. No member of the Association, member of the Board of Directors, or person from whom the Association may receive any property or funds will receive or will be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event will any part of the funds or assets of the Association be paid as a dividend or be distributed to, or inure to the benefit of, any member of the Board of Directors. Notwithstanding the foregoing, (i) reasonable compensation may be paid to any member or Manager acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, (ii) any member or Manager may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, and any Director may be reimbursed for actual expenses incurred in the performance of his duties.
11. Amendments. These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of a majority of a quorum of Directors present in person or by proxy, but amendment of Sections 5, 9, or any portion of those Sections will require approval of all Directors. The provision of Section 15(g) of the Declaration requiring notice to first mortgagees regarding amendments to these Bylaws is intended to apply only to amendments to Sections 5, 9 or any portion of those Sections.
12. Miscellaneous.
 - 12.1 Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors and shall be subject to change by the Board of Directors as necessary.
 - 12.2 Corporate Seal. The Board of Directors shall provide a suitable corporate seal containing the name of the Association, which seal shall be in the custody and control of the Secretary. The corporate seal shall be circular and shall have inscribed thereon the name of the Association and the word "Colorado" in the circle and the word "Seal" in the middle. If and when so directed by the Board of Directors, a duplicate seal may be kept and used by such officer or other person as the Board of Directors may name.
 - 12.3 Registration of Mailing Address. If a Condominium Unit is owned by two or more Owners, such co-Owners shall designate one address as the registered address required by the Declaration and shall designate the "voting member." An Owner or Owners shall notify the Secretary of his or their (a) registered address within five (5) days after any transfer of title or change of address, and (b) "voting member" within five days after any transfer of title or designation thereof. Such notice shall be written and signed by all of the Owners to which it relates or by such persons authorized to sign on behalf of such Owners.
 - 12.4 Notice to Association. Every Owner shall timely notify the Association of the name and address of any mortgagee, purchaser, transferee or lessee of his Condominium Unit. The Association shall maintain such information at the office of the Association.

- 12.5 Notices. All notices required by these Bylaws or under the Declaration or Articles shall be in writing and shall be deemed to have been given when presented personally, sent by facsimile transmission, or when deposited in the United States mail (certified mail, return receipt requested) addressed to any member, Owner or first mortgagee at the address for such person or entity that currently appears in the records of the Association.
- 12.6 Compliance. These Bylaws are intended to comply with the requirements of the Colorado Condominium Ownership Act (C.R.S. §38-33-101, et seq.). If any provisions of these Bylaws conflict with the provisions of said Act, as said Act may be amended, it is hereby agreed that the provisions of such Act will apply.
- 12.7 Character of Association. This Association is not organized for profit. No member, member of the Board of Directors, officer or person for whom the Association may receive any property or funds shall receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any of the Board of Directors, officers or members, except upon a dissolution of the Association, provided, however, (1) that reasonable compensation may be paid to any member, manager, Director, or officer while acting as an agent or employee of the Association for service rendered in effecting one or more of the purposes of the Association, and (2) that any member, manager, Director, or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.
- 12.8 Right of Entry. The manager and any person authorized by the Board shall have the right to enter each Condominium Unit in case of any emergency originating in or threatening such Condominium Unit whether or not the Owner or occupant is present at the time. Such authorized persons shall also have the right to enter each Condominium Unit to perform maintenance and repair work as prescribed by these Bylaws and the Declaration.
- 12.9 Recreational Facilities. The Association does not currently plan to construct or own any recreational facilities. There are no proposed additions of General and Limited Common Elements to the Premises. This information is provided pursuant to the provisions of the Colorado Condominium Ownership Act.
- 12.10 Budget. At each annual meeting of the Board of Directors, the Board of Directors shall approve a budget for the operation of the Association during the forthcoming year. Said budget shall include such items of expense as are determined from time to time by the Board of Directors.
- 12.11 Inspection of Records. Any Owner or First Mortgagee may, pursuant to C.R.S. §38-33-107, inspect the Association's records of receipts and expenditures at any reasonable time during convenient weekday business hours. Upon 10 days' notice to the Board of Directors or Managing Agent, if any, and upon payment of a reasonable fee, not to exceed \$20.00, any Owner or First Mortgagee shall be furnished a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

- 12.12 Captions. The captions and headings in these Bylaws are for convenience only and shall not be considered in construing any provision of these Bylaws.
- 12.13 Numbers and Genders. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 12.14 Conflicts of Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles will control and in the case of any conflict between the Declaration and these Bylaws, the Declaration will control. However, these Bylaws may amplify or develop greater specificity regarding any general statement or provision contained in the Articles or the Declaration.

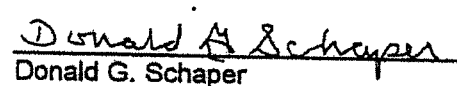
The undersigned members of the Board of Directors have executed these Bylaws this 1st day of August, 1996.



Leo Palmos



Roula Palmos



Donald G. Schaper