

AMENDED AND RESTATED BYLAWS OF
WILLOWS AT VAIL CONDOMINIUM OWNERS ASSOCIATION, INC.

Dated January 11, 2024

a Colorado nonprofit corporation

Table of Contents

	Page
ARTICLE 1. PURPOSES, ASSENT OF OWNERS, AND DEFINITIONS	1
Section 1.1 Purposes	1
Section 1.2 Assent.	1
Section 1.3 Definitions.....	1
ARTICLE 2. MEMBERSHIP	1
Section 2.1 Membership	1
Section 2.2 Termination of Membership	1
Section 2.3 Membership Certificates	2
Section 2.4 Voting Rights	2
Section 2.5 Designated Representative and Registered Address	2
ARTICLE 3. MEETINGS OF MEMBERSS	3
Section 3.1 Place of Meeting	3
Section 3.2 Annual Meeting.....	3
Section 3.3 Special Meetings	4
Section 3.4 Notice of Meetings.....	4
Section 3.5 Meeting to Approve Annual Budget.	4
Section 3.6 Adjourned Meetings.....	4
Section 3.7 Proxies	4
Section 3.8 Multiple Owners Voting.....	5
Section 3.9 Quorum	5
Section 3.10 Voting	5
Section 3.11 Waiver of Meeting and Consent to Action.....	6
Section 3.12 Action by Written Ballot.....	6
Section 3.13 Representation of Mortgagees.....	6
Section 3.14 Meetings of Members	6
ARTICLE 4. BOARD OF DIRECTORS	6
Section 4.1 Number and Qualification.....	6
Section 4.2 Class Election of Directors.....	6
Section 4.3 Intentionally Omitted.....	7
Section 4.4 Election and Term of Office	7
Section 4.5 Removal of Directors	8
Section 4.6 Vacancies	8
Section 4.7 Quorum of the Board of Directors	8
Section 4.8 Place and Notice of the Board of Directors Meetings	8
Section 4.9 Powers and Duties.....	9
Section 4.10 Managing Agent.	9
Section 4.11 Compensation of the Members of the Board of Directors.....	9
Section 4.12 Board of Directors Meetings	10

Section 4.13	Executive Sessions	10
Section 4.14	Conflict of Interest.	11
Section 4.15	Board Action Without a Meeting.....	12
ARTICLE 5. OFFICERS AND THEIR DUTIES		12
Section 5.1	Enumeration of Officers.....	12
Section 5.2	Election of Officers.....	13
Section 5.3	Term.....	13
Section 5.4	Special Appointments	13
Section 5.5	Resignation and Removal.	13
Section 5.6	Vacancies	13
Section 5.7	Multiple Offices	13
Section 5.8	Duties	13
Section 5.9	Execution of Instruments	14
ARTICLE 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS		14
Section 6.1	Actions Other than by or in the Right of the Association.....	14
Section 6.2	Actions by or in the Right of the Association.....	15
Section 6.3	Successful on the Merits	15
Section 6.4	Determination Required.....	15
Section 6.5	Payment in Advance of Final Disposition	15
Section 6.6	No Limitation of Rights.	16
Section 6.7	Directors and Officers Insurance.....	16
ARTICLE 7. BYLAWS		16
Section 7.1	Amendments	16
Section 7.2	Compliance with the Act.....	16
Section 7.3	Conflict between Documents	16
ARTICLE 8. COMMITTEES		16
ARTICLE 9. INFORMATION, BOOKS AND RECORDS		16
Section 9.1	Statement of Unpaid Assessments	16
Section 9.2	Intentionally Omitted	
Section 9.3	Audits.....	17
Section 9.4	Examination	17
Section 9.5	Records	18
Section 9.6	Production of Records	19

ARTICLE 10. CORPORATE SEAL20

ARTICLE 11. FISCAL YEAR20

ARTICLE 12. RULES AND REGULATIONS.....20

ARTICLE 13. MEMBERSHIP RIGHTS AND PRIVILEGES.....21

 Section 13.1 Rights and Privileges of Members21

 Section 13.2 Suspension of Rights21

ARTICLE 14. INTERPRETATION21

AMENDED AND RESTATED BYLAWS OF
WILLOWS AT VAIL CONDOMINIUM OWNERS ASSOCIATION, INC.
Dated January 11, 2024

The name of the corporation shall be WILLOWS AT VAIL CONDOMINIUM OWNERS ASSOCIATION, Inc., a Colorado nonprofit corporation (the "**Association**").

ARTICLE 1. PURPOSES, ASSENT OF OWNERS, AND DEFINITIONS

Section 1.1 Purposes. The Association is formed pursuant to the Colorado Revised Nonprofit Corporation Act, Colo. Rev. Stat. § 7-121-101 et seq. (the "**Nonprofit Act**") and the Colorado Common Interest Ownership Act, Colo. Rev. Stat. § 38-33.3-101 et seq. (the "**Act**"), as each may be amended from time to time. The primary purposes for which the Association is formed are (a) to provide for the operation, administration, use, and maintenance of certain common areas and other property more fully described in the Condominium Declaration and Plan of Quarter Share Ownership for the Willows at Vail Condominium Owners Association, Inc., recorded in the office of the Clerk and Recorder of Eagle County, Colorado, as amended or supplemented from time to time (the "**Declaration**"); (b) to preserve, protect, and enhance the values and amenities of such property; and (c) to promote the health, safety, and welfare of members of the Association.

Section 1.2 Assent. All present or future Owners, Occupants, or any other Persons using the facilities of the Complex in any manner are subject to these Bylaws and any Rules and Regulations adopted by the Board of Directors pursuant to these Bylaws. Acquisition or rental of any Unit in the Complex, or the mere act of occupancy of any Unit, shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said Rules and Regulations.

Section 1.3 Definitions. Unless otherwise specified, capitalized terms used in these Bylaws shall have the same meanings in these Bylaws as such terms have in the Declaration.

ARTICLE 2. MEMBERSHIP

Section 2.1 Membership. Ownership of a Whole Ownership Unit or a Quarter Share Interest is required in order to qualify for membership in the Association. Each Whole Ownership Unit (other than the Employee Housing Unit) and each Quarter Share Interest has an appurtenant single "**Membership**" in the Association, and are individually referred to as a "**Member**" and collectively as "**Members**". There shall be two (2) Classes of Members in the Association, consisting of the Whole Ownership Units voting as a Class (the "**Whole Ownership Class**") and the Quarter Share Interests voting as a Class (the "**Quarter Share Class**").

Section 2.2 Termination of Membership. Membership shall terminate without any formal Association action whenever such Person ceases to be an Owner, but such termination shall not relieve or release any former Owner from any liability or obligation incurred under these Bylaws, or in any way connected with the Association arising during the period of such ownership, and shall not impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Whole Ownership Unit or Quarter Share Interest, and Membership in

the Association and the covenants and obligations incident thereto. Following termination of the Complex, the Association will consist of all Owners entitled to share in the distribution of proceeds of a sale of the Complex pursuant to the Act.

Section 2.3 Membership Certificates. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to Owners. Such membership card shall be surrendered to the secretary of the Association whenever ownership of the Whole Ownership Unit or Quarter Share Interest designated on the card is transferred and Membership terminates.

Section 2.4 Voting Rights. The eighteen (18) free market Units in the Complex, including each Quarter Share Unit but not including the Employee Housing Unit shall be allocated one (1) vote. The vote allocated to each Quarter Share Unit, with respect to Association matters, shall be further subdivided into quarters so that one-quarter (1/4) of such vote is allocated to each Owner of a Quarter Share Interest. Cumulative voting shall not be allowed in the election of the Board of Directors or for any other purpose. The Association shall not have a vote with respect to any Unit which may be owned by it. Percentages of Members or of votes stated in the Condominium Documents shall be deemed to mean the stated percentage of the number of total votes required to be cast in order to satisfy quorum requirements or, if expressly required, the total voting power as determined in accordance with the following sentence. When references are made to voting power in the Association in any of the Condominium Documents, "**Total Voting Power**" of the Association, or of a Class, shall mean the aggregate number of votes in the Association, or a Class as appropriate, after deducting any votes held by Members that are ineligible to vote (such as votes with respect to Units owned by the Association). Class voting by Whole Ownership Units and Quarter Share Interests shall be allowed on issues specifically relating to or directly affecting only the Whole Ownership Units or the Quarter Share Interests, respectively, and on which Members are otherwise entitled to vote, as set forth in the Declaration or otherwise determined by the Board of Directors. The votes of Members within each Class shall be in proportion to the voting power of each such Member relative to the aggregate votes in the Class.

Section 2.5 Designated Representative and Registered Address.

(a) If title to a Whole Ownership Unit or Quarter Share Interest is held by more than one Person, such Persons shall, by written instrument executed by all such Persons and delivered to the Association, appoint and authorize one (1) Person to represent the Membership attributable to the Whole Ownership Unit or Quarter Share Interest (the "**Designated Representative**") and shall provide the electronic mailing address for such Designated Representative as the registered mailing address for that Membership, as described in the next paragraph. Such Designated Representative shall be a natural person who is an Owner, a board member or officer of a corporate Owner, a general partner of a partnership Owner, a manager of a limited liability company Owner, a trustee of a trust Owner, or a comparable representative (collectively, a "**Permitted Representative**") of any other entity, and such Permitted Representative shall have the authority to make decisions and take actions relating to the Whole Ownership Unit or Quarter Share Interest and to Membership in the Association including, without limitation, the power to serve on the Board of Directors if elected. The Designated Representative shall be the person to whom all notices and deliveries to that Membership under the Condominium Documents are addressed. The Designated Representative for a Membership may be

changed by written instrument executed by all Persons holding title to the applicable Whole Ownership Unit or Quarter Share Interest and delivered to the Association. The registered mailing address for a Membership may be changed by written instrument executed by the Designated Representative or all Persons holding title to the applicable Whole Ownership Unit or Quarter Share Interest or by the Designated Representative and delivered to the Association

There shall be a single registered electronic mailing address associated with each Membership. Any notice or other document delivered to the registered electronic mailing address for a Membership shall be deemed to be hand delivered to all Owners of that Membership. If three successive notices emailed to the registered electronic mailing address of a Membership have been returned as undeliverable, no further notices to such Membership shall be necessary until another address for the Member is made known to the Association. If no electronic mailing address is registered with the Association, then any notice shall be deemed duly given to a Member, if a copy of such notice is mailed to the mailing address to which Eagle County, Colorado sends real property tax assessments for such Whole Ownership Unit or Quarter Share Interest.

Written notice of the Designated Representative and the registered electronic mailing address must be provided to the Association within ten days after (a) transfer of title to the Whole Ownership Unit or Quarter Share Interest, or (b) change of Designated Representative or registered address.

ARTICLE 3. MEETINGS OF MEMBERS

Section 3.1 Place of Meeting. Meetings of the Members shall be held at such place, within Vail, Colorado, as the Board of Directors may determine. Any Owner shall be allowed to participate in Association meetings, including any matters that impact the Complex, (i) in person, or (ii) by using electronic or telephonic communication; whereby such person may be heard by other attendees at such meeting and may hear the deliberations of the other attendees on any matter properly brought in such meeting. If a Member attends such meeting electronically or telephonically, the vote of such Member shall be counted and the presence of such Member noted as if the Member was present in person on that particular matter.

Section 3.2 Annual Meeting. Regular meetings of Members shall be held annually on a date and at a time selected by the Board of Directors each year. The purpose of the annual meetings is to (i) propose and/or review the Budget; (ii) to elect the members of the Board of Directors; and (iii) to transact such other Association business as may properly come before the Members at the meeting.

Section 3.3 Special Meetings. Calls for special meetings of the Members may be made (i) by the president of the Association, (ii) by a majority of the Board of Directors, (iii) by written instrument signed by Members representing twenty percent (20%) of the Total Voting Power of the Association, or (iv) if the special meeting is being called to address issues on which only a particular Class of Members is entitled to vote, by Members within such Class having twenty percent (20%) of the Total Voting Power of the Class.

Section 3.4 Notice of Meetings. Written notice of each meeting shall be delivered to the registered address of each Member and posted on the Association's website not fewer than ten (10) nor more than fifty (50) days before the date of the meeting, by or at the direction of the president, or the secretary, or the Persons calling the meeting as provided under these Bylaws. Such notice shall state (i) basic meeting information such as the place, day, and hour of the meeting and (ii) the items on the agenda for the meeting, including the general nature of any proposed amendment to the Declaration or these Bylaws, any proposal to remove an officer or a member of the Board of Directors (a "**Director**"), and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Only business within the purpose or purposes described in the notice of a special meeting may be conducted at a special meeting. Such notice shall also be provided at least twenty-four (24) hours in advance of the meeting to any Owner who has provided the Association with an electronic email address. Attendance at any meeting by a Member shall constitute a waiver of notice by that Member, except where a Member attends the meeting for the expressed purpose of objecting that the meeting was not lawfully called or convened. In addition to the requirements to deliver notice of the meeting to the registered address of each Member, the notice of any meeting shall be posted to the Association's website and physically posted in a conspicuous place at the Complex, to the extent that such posting is feasible and practicable.

Section 3.5 Meeting to Approve Annual Budget. The Budget shall be adopted annually in accordance with the Declaration and the applicable provisions of the Act.

Section 3.6 Adjourned Meetings. If any meeting of the Members cannot be organized because a quorum, as defined below, is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is obtained.

Section 3.7 Proxies. Votes allocated to a Member may be cast pursuant to a proxy duly executed by the Owner or the Designated Representative of such Membership. An Owner or Designated Representative may revoke a proxy given pursuant to this Section by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven months after its date, unless it provides for an earlier termination date. A form of proxy may be distributed to each Owner to afford the Owner the opportunity to cast the vote, or to protest the casting of a vote, allocated to the respective Membership at a meeting of the Members of the Association, provided that it meets the requirements for a written ballot set forth in Section 3.12 below.

Section 3.8 Multiple Owners Voting. Notwithstanding Section 2.5 hereof, if title to a Whole Ownership Unit or Quarter Share Interest is held by more than one Person, if only one of such multiple Owners or their Designated Representative is present in person or by proxy at a meeting of the Association, such Owner or Designated Representative is entitled to cast the vote allocated to that Membership. If more than one of the multiple Owners and/or their Designated Representative are present, in person or by proxy, the vote allocated to that Membership may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Membership without protest being made to such vote by any of the other Owners of that Membership, either through a duly executed proxy provided in advance to the Association or any verbal or written protest given promptly to the person presiding over the meeting. 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.

Section 3.9 Quorum. Except as otherwise provided in these Bylaws, the presence at the beginning of the meeting in person or by proxy of the Members possessing sufficient votes to constitute twenty percent (20%) of the Total Voting Power of the Association shall constitute a quorum, and such Members present in person or by proxy shall constitute the Members entitled to vote upon any issue presented at a meeting at which a quorum is present. With respect to issues which may be decided by Members in a particular Class voting as a Class, the presence at the beginning of the meeting in person or by proxy of Members within such Class possessing sufficient votes to constitute twenty percent (20%) of the Total Voting Power of the Class shall constitute a quorum as to such matters concerning the Class, and such Members within the Class present in person or by proxy shall constitute the Members entitled to vote upon issues that may be decided by Members voting as a Class presented at such meeting where a quorum of the Class is present.

Section 3.10 Voting. Except as otherwise required by the Declaration, the Act or by these Bylaws, (a) the votes of Members who are present either in person or by proxy at any duly convened meeting of the Association at which a quorum has been established and who cast a simple majority of the total votes eligible to be voted by such present or represented Members shall decide any question under consideration, and shall constitute the act of and be binding upon the Association; and (b) the votes of Members in a Class who are present, either in person or by proxy, at any duly convened meeting of the Association at which a quorum of such Class has been established and who cast a simple majority of the total votes eligible to be voted by such present or represented Members of such Class shall decide any question under consideration applicable to such Class and constitute the act of and be binding on the Class, and the Association, if applicable. Notwithstanding the foregoing, the following matters require approval or rejection by a percentage of the Total Voting Power of the Association or of the Class, rather than by those present at a meeting where quorum requirements have been satisfied, as further specified in the Condominium Documents: (a) the Budget, (b) certain amendments of the Condominium Documents, (c) termination of the condominium regime, (d) conveyance or encumbrance of Common Elements, (e) extension of the term of the Declaration, excepting any automatic extensions thereof, (f) removal of any Director or (g) the determination not to repair or replace any portion of the Complex for which insurance coverage is required under the Declaration. Votes for contested positions on the Board shall be taken by secret ballot. In addition, at the discretion of the Board, or upon the request of twenty percent (20%) or more of the Members who are present at a meeting or represented by proxy, if a quorum has been achieved, a vote on any matter affecting the Association on which all Members are entitled to vote shall be by secret ballot. The twenty percent (20%) threshold of Members shall be calculated by taking into account the aggregate voting power of the Members at the meeting. In such event, ballots shall be counted by a neutral third party or by a committee of volunteers of Owners selected or appointed at an open meeting, in a fair manner by the presiding officer at the meeting. The results of the vote taken by secret ballot shall be reported without reference to names, addresses or other identifying information of the Members participating in the vote.

Section 3.11 Waiver of Meeting and Consent to Action. Whenever the vote of Members at a meeting of the Association is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association (including, without limitation, an annual meeting or a vote on ratification of the Budget), the meeting and vote of Members may be dispensed with and the action in question may be approved by written ballot as described below. A sufficient number is at least the number required to satisfy the quorum requirements and voting power that would be necessary to approve the action at a meeting.

Section 3.12 Action by Written Ballot. Any action that may be taken at any annual or special meeting of Members (including, without limitation, an annual meeting or ratification of the Budget) may be taken without a meeting and through voting by written (including electronic) correspondence, if the following requirements are met:

(a) a written ballot is distributed to every Designated Representative, or if there is no Designated Representative, to every Owner of a Membership entitled to vote on the matter, setting forth each proposed action and providing an opportunity to vote for or against each proposed action;

(b) the solicitation for votes by written ballot (i) indicates the number of responses needed to meet the quorum requirements for authorization or rejection of the proposed action (or, if the quorum provisions do not apply to the proposed action, as further set forth in Section 3.10 above, specifies the same); (ii) states the percentage of votes needed to authorize or reject each matter, other than election of the Board of Directors (or, if the proposed action is ratification of the Budget pursuant to Section 3.5 above, states that (A) the Budget will be ratified unless rejected by a majority of the Total Voting Power of the Association and, if applicable (B) states that any provisions of the Budget that is a Class voting matter will be ratified unless rejected by a majority of the Total Voting Power of the Class); (iii) specifies the time by which a ballot must be received by the Association in order to be counted; and (iv) is accompanied by written information (including, if applicable, a summary of any proposed Budget) sufficient to permit each Person casting such ballot to reach an informed decision on the matter; and

(c) the number of votes cast by written ballot in favor or against the proposed action equals or exceeds the number of votes in favor or against that would be required to authorize or reject the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

A written ballot delivered to the Association pursuant to this Section 3.12, may not be revoked. Action taken under this Section 3.12 has the same effect as action taken at a meeting of Members and may be described as such in any document.

Section 3.13 Representation of Mortgagees. All First Mortgagees or their representatives shall be entitled to attend Association meetings of the Members and shall have the right to address the Members regarding such First Mortgagees' issues and concerns relating to the Complex.

Section 3.14 Meetings of Members. All Meetings of Members shall be open to every Owner, and Owner's agent, Designated Representative and every Permitted Representative. All such persons shall be permitted to attend, listen and speak at an appropriate time during deliberations and proceedings.

Section 3.15 Owner Education. The Association will provide Owner education regarding the general operations of the Association and the rights and responsibilities of Owners, the Association, and the Board of Directors at least annually, as described in, and subject to Section 38-33.3-209.7 of the Act. The criteria for compliance with this section shall be determined by the Board of Directors.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, composed of at least three (3) and no more than five (5) natural person(s); provided that an odd number shall be elected to the Board of Directors by the Members.

Section 4.2 Class Election of Directors. In order to assure representation of each Class in the affairs of the Association and to protect the valid interests of the Members within each Class in the operation of the Complex, (i) the Whole Ownership Class shall be entitled to elect no less than one (1) Director, (ii) the Quarter Share Class shall be entitled to elect no less than one (1) Director, and (iii) all Members shall be entitled to collectively elect no less than one (1) Director. Each Class, voting as a Class, shall elect an equal number of Directors as elected by each other Class, so that each Class will elect two (2) directors when the Board is composed of five (5) Directors. The Board of Directors shall elect the officers. The Directors and officers shall take office upon election.

Section 4.3 Intentionally Omitted.

Section 4.4 Election and Term of Office. The Directors elected by the Members shall be elected to serve a one (1) year term. At the expiration of the initial term of office for each respective Director, his or her successor shall be elected to serve a one (1) year term. Notwithstanding any provision in this Section 4.4 to the contrary, Directors may be elected by written consent or ballot pursuant to the conditions set forth in Sections 3.11 or 3.12 above. Each Director shall hold office until the election and qualification of his or her successor, unless such Director is removed or otherwise vacates in accordance with these Bylaws. At any meeting at which one or more Directors is to be elected, the Members may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Nonprofit Act for conducting the elections.

Section 4.5 Removal of Directors. A regular or special meeting of Members may be called for the purpose of considering the removal of any Director. The Board of Directors shall designate by resolution or motion the date and time of such regular or special meeting after such meeting is properly set or called in accordance with these Bylaws. Any one (1) or more of the Directors, may be removed with or without cause by an affirmative vote of sixty-seven percent (67%) of the voting power of the Members present in person or represented by proxy and eligible to vote; provided, however that only sixty-seven percent (67%) of the voting power of the Members within a certain Class present in person or represented by proxy, may remove without cause a Director elected by such Class. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. Successors may then and there be elected by a majority of the remaining Directors; provided however, that Directors elected by a Class shall be replaced with a natural person who is an Owner within that Class or who is a Designated Representative or other Permitted Representative of an Owner within that Class (a “**Class Representative**”). If the entire Board of Directors is removed at once, an election by the Members present in person or represented by proxy and eligible to vote to fill the vacancies thus created shall be immediately held at the same meeting.

Section 4.6 Vacancies.

(a) Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of all of the remaining Board of Directors (though the remaining members may be less than a quorum of the Board of Directors); provided, however, that members elected by a Class shall be replaced with a Class Representative. The term of the Director so elected shall be coincident with the term of the replaced Director.

Section 4.7 Quorum of the Board of Directors. A majority of the number of Directors fixed from time to time by these Bylaws shall constitute a quorum for the transaction of business. Any act by a majority vote of the Directors in attendance where a quorum is present shall be an act of the Board of Directors, subject to any requirements for approval by the Director(s) representing a Class that are set forth in these Bylaws or in the Declaration.

Section 4.8 Place and Notice of the Board of Directors Meetings. Any regular or special meetings of the Board of Directors may be held at such place within Denver or Vail, Colorado and upon such notice as the Board of Directors may prescribe. Any special meeting of the Board of Directors shall be preceded by at least two days' notice of the date, time and place of the meeting. The Board of Directors shall hold a regular meeting at least once each year and shall, in addition, meet as often as they deem necessary or desirable to perform their duties hereunder. Attendance of a Director at any meeting shall 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 Director may, in writing, waive notice of such meeting, and such waiver shall 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. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by written consent, as set forth in Section 4.15 below. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors. Members of the Board of Directors may attend Board of Directors meetings (i) in person, or (ii) by using electronic or telephonic communication whereby such members may be heard by other members and attendees at such meeting and may hear the deliberations of the other members on any matter properly brought before the Board of Directors. If a Director attends a meeting telephonically, the vote of such Director shall be counted and the presence of the Director noted, as if such Director was present in person on that particular matter. The Board of Directors shall adopt a policy to address, among other matters as the Board of Directors deems appropriate, the conduct of Association and Board of Directors meetings (the "**Conduct of Meetings Policy**"), which policy may contain procedures for telephonic attendance at a Board of Directors meeting and may refer to applicable provisions of the Act, the nonprofit code or other recognized rules and principles. Members of the Board of Directors shall be provided a copy of the Conduct of Meetings Policy, and shall abide by such policy in the conduct of Board of Directors meetings. The Board of Directors shall retain the Conduct of Meetings Policy with the records of the Association.

Section 4.9 Powers and Duties. The Board of Directors shall have, subject to the limitations contained in the Declaration and the Act (including but not limited to, any approval by the Director(s) representing a Class as set forth in these Bylaws or the Declaration), the powers and duties necessary, desirable, or

appropriate for the administration of the affairs of the Association and for the operation and maintenance of the Complex, including (but not limited to) the powers and duties stated in the Declaration. All Directors shall have available to them all information related to the responsibilities and operation of the Association obtained by any other Director. This information shall include, but is not necessarily limited to, reports of detailed monthly expenditures, contracts to which the Association is a party, and copies of communications, reports, and opinions to and from any Director or any managing agent, attorney, or accountant employed or engaged by the Board of Directors to whom the Board delegates responsibilities.

Section 4.10 Managing Agent. 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 the Board of Directors shall authorize; provided, however, that the Board of Directors in delegating such duties shall not be relieved of its responsibility under the Declaration. The Managing Agent shall maintain fidelity insurance coverage or a bond for the benefit of the Association in an amount of not less than the greater of (a) fifty thousand dollars, or (b) two months' current assessments plus reserves, as calculated from the current Budget of the Association or such higher amount as the Board of Directors may require. The Managing Agent shall maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the Managing Agent and shall maintain all reserve accounts for the Association separate from the operational accounts of the Association. The Managing Agent shall provide an annual accounting for Association funds and a financial statement to the Association.

Section 4.11 Compensation of the Members of the Board of Directors. Except as provided in this Section 4.11, members of the Board of Directors shall not be paid any compensation for their services performed as members of the Board of Directors unless a resolution authorizing such remuneration shall have been adopted by the members of the Association. The Board of Directors may also authorize reimbursement for reasonable transportation, meals, actual lodging expenses and reasonable per diem payments, for attendance at any regular or special meeting of the Board of Directors or for other actual expenses (including without limitation, actual and necessary expenses incurred for Board member education, as described in, and subject to, Section 38-33.3-209.6 of the Act) incurred in connection with the performance of his or her duties of office as a Director.

Section 4.12 Board of Directors Meetings. All meetings of the Board of Directors, will be open to the Owners, Designated Representatives and Permitted Representatives and any other person designated by an Owner in writing as the Owner's representative. Agendas for meetings of the Board of Directors shall be made reasonably available by posting it on the Association website and providing it by electronic mail to Owners and their authorized representatives who have requested the agenda and provided the Association with an electronic mailing address. Owners and their representatives shall be permitted to attend, listen and speak at an appropriate time during deliberations and proceedings. Persons who are not Directors may not participate in any deliberation or discussion unless expressly so authorized by a vote of a majority of a quorum of the Board of Directors. Further, the Board of Directors may place reasonable time restrictions upon those persons speaking during the meeting, but at an appropriate time determined by the Board of Directors, shall permit the Owners and their representatives to speak before the Board of Directors takes formal action on an item under discussion. If more than one person desires to address an issue and there are opposing views, the Board of Directors shall allow a reasonable number of persons to speak on each side of an issue.

Section 4.13 Executive Sessions. Meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Owners or their representatives, in the following situations:

- (a) matters pertaining to employees of the Association or the managing agent's contract or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee or agent of the Association;
- (b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
- (c) investigative proceedings concerning possible or actual criminal misconduct;
- (d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
- (e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy including a disciplinary hearing regarding an Owner and any referral of delinquency; except that an Owner who is the subject of a disciplinary hearing or a referral of delinquency may request and receive the results of any vote taken at the relevant meeting; and
- (f) review of or discussion relating to any written or oral communications from legal counsel.

Upon the final resolution of any matter for which the Board of Directors received legal advice or that concerned pending, threatened or contemplated litigation, the Board of Directors may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting. Prior to the time the Board of Directors or any committee thereof convene in executive session, the presiding officer shall announce the general matter of discussion as enumerated in paragraphs (a) through (f) above. No rule or regulation shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting or after the meeting goes back into regular session following an executive session. The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session.

Section 4.14 Conflict of Interest. All conflicts of interest shall be handled in accordance with Section 7-128-501 of the Nonprofit Act, which provides as follow:

- (a) No loans shall be made by a corporation to its directors or officers and any director or officer who assents to or participates in the making of any such loan shall be liable to the corporation for the amount of such loan until the repayment thereof;

(b) No conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by a member or by or in the right of the nonprofit corporation, solely because the conflicting interest transaction involves a director of the nonprofit corporation or a party related to a director or an entity in which a director of the nonprofit corporation is a director or officer or has a financial interest or solely because the director is present at or participates in the meeting of the nonprofit corporation's board of directors or of the committee of the board of directors that authorizes, approves, or ratifies the conflicting interest transaction or solely because the director's vote is counted for such purpose if (i) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum, or (ii) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the members entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved, or ratified in good faith by a vote of the members entitled to vote thereon, or (iii) the conflicting interest transaction is fair as to the nonprofit corporation; and

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes, approves, or ratifies the conflicting interest transaction.

4.15 Board Action Without a Meeting. Any action required or permitted to be taken at a Board of Directors meeting may be taken without a meeting if notice is transmitted in writing to each Director, and by the time stated in the notice each Director: (i) votes in writing for such action; or (ii) votes in writing against such action, abstains in writing from voting, or fails to respond or vote; and fails to demand in writing that action not be taken without a meeting. The notice shall state (a) the action to be taken, (b) the time by which a Director must respond, (c) that failure to respond by the time stated in the notice will have the same effect as abstaining in writing and failing to demand that action not be taken without a meeting, and (e) any other matters the Association determines to include. The Notice will be posted and electronically mailed in the same manner as agendas for Board of Directors meetings required by Section 4.12. Action is taken without a meeting only if, at the end of the time stated in the notice, (x) the affirmative votes in writing for such action received by the Association and not revoked, equal or exceed the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted, and (y) the Association has not received a written demand by a Director that such action not be taken without a meeting, unless that demand has been revoked.

A Director's right to demand that action not be taken without a meeting shall be deemed to have been waived unless the Association receives such demand from the Director in writing by the time stated in the notice. Any Director who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this section may revoke such vote, abstention, or demand in writing received by the Association by the time stated in the notice. Unless the notice states a different effective date, action taken pursuant to this section shall be effective at the end of the time stated in the notice. A writing by a Director under this section shall be in a form sufficient to inform the Association of the identity of the

Director, the vote, abstention, demand, or revocation of the Director, and the proposed action to which such vote, abstention, demand, or revocation relates. All communications under this section may be transmitted or received by the Association electronically. For purposes of this section, communications to the Association are not effective until received. Action taken pursuant to this section has the same effect as action taken at a meeting of the Board of Directors. All writings made pursuant to this section shall be filed with the minutes of the meetings of the Board of Directors.

ARTICLE 5. OFFICERS AND THEIR DUTIES

Section 5.1 Enumeration of Officers. The officers of the Association shall be a president, secretary, and treasurer, and such other officers, including vice president, as the Board of Directors may from time to time by resolution create. The president must be a Director.

Section 5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 5.3 Term. The officers shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless such officer shall sooner die, resign, or shall be removed or otherwise disqualified to serve.

Section 5.4 Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 5.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.6 Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 5.7 Multiple Offices. Any two (2) or more offices may be held by the same person.

Section 5.8 Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Members and of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign on behalf of the Association all leases, mortgages, deeds, notes and other written instruments; and shall exercise and discharge such other duties as may be required of the president by the Board of Directors. In addition, the president shall have all of the general

powers and duties that 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 Members 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 (in accordance with the provisions of the Declaration) and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment, as applicable.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of the vice president by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate stamp or seal of the Association, if any, and place it on all papers requiring said stamp or seal, if necessary; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Owners and Designated Representatives together with their addresses; and shall perform such other duties as may be required of the secretary by the Board of Directors.

(d) Treasurer. The treasurer shall receive and may endorse on behalf of the Association, for collection only, all checks, notes, and other obligations and shall deposit the same and all monies in appropriate bank accounts of the Association. The treasurer shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; at the direction of the Board of Directors, cause an audit of the Association books to be made to the extent required or authorized by the Association; and prepare the annual Budget and a statement of income and expenditures to be presented at the regular annual meeting of Members, and deliver a copy of each to the Owners and their Designated Representatives. Except for reserve funds described below, the treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in such segregated accounts or other investments as the Board of Directors decides in accordance with the Rules and Regulations. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, by the Treasurer or another officer provided that the Board of Directors may adopt resolutions imposing limitations on the manner of withdrawal or requiring more than one signatory for certain types of withdrawals.

Section 5.9 Execution of Instruments. All agreements, contracts, deeds, leases, checks, notes and other instruments of the Association may be executed by any person or persons as may be designated by resolution of the Board of Directors, including the Managing Agent. Any officer may prepare, execute, certify and record duly adopted amendments to the Declaration on behalf of the Association. If appropriate, the Managing Agent or any officer of the Association may file an election under Section 528 of the Internal Revenue Code in any given year for the Association.

**ARTICLE 6. INDEMNIFICATION OF MEMBERS OF
THE BOARD OF DIRECTORS AND OFFICERS**

Section 6.1 Actions Other than by or in the Right of the Association. The Association shall indemnify any Person who was or is a party, or is threatened to be made a party to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that such Person is or was a Director or officer, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, if such Person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Person did not act in good faith and in a manner such Person reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful.

Section 6.2 Actions by or in the Right of the Association. The Association shall indemnify any Person who was or is a party or who is threatened to be made a party to any pending or completed action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that such Person is or was a Director or officer or is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by such Person in connection with the defense or settlement of such action or suit if such Person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such Person has been adjudged to be liable for negligence, recklessness, or willful misconduct in the performance of his or her duty to the Association unless, and to the extent that, the court in which such action or suit was brought determines upon application that (despite the adjudication of liability), in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses.

Section 6.3 Successful on the Merits. To the extent that a Director or officer of the Association has been wholly successful on the merits in defense of any action, suit or proceeding referred to in Section 6.1 or Section 6.2, or in defense of any claim, issue or matter therein, such Person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.4 Determination Required. Any indemnification under Sections 6.1 or 6.2 (unless ordered by a court) and as distinguished from Section 6.3, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of such Person is proper in the circumstances, because such Person has met the applicable standard of conduct set forth in Sections 6.1 or 6.2 above. Such determination shall be made by the Board of Directors by majority vote of those members of the Board of Directors who were not parties to such action, suit or proceeding or, if a majority of disinterested members of the Board of Directors so directs, by independent legal counsel or by members entitled to vote thereon. Such determination shall be reasonable, based on substantial

evidence of record, and supported by a written opinion. The Board of Directors shall provide a copy of its written opinion to the Person seeking indemnification upon request.

Section 6.5 Payment in Advance of Final Disposition. The Association shall pay for or reimburse the reasonable expenses incurred by a former or current Director or officer who is a party to a proceeding in advance of final disposition of the proceeding if: a) such Person furnishes to the Association a written affirmation, executed personally or on such Person's behalf, of his or her good faith belief that he or she has met the standard of conduct described in Sections 6.1 or 6.2; b) such Person furnishes to the Association a written agreement, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that he or she did not meet the required standard of conduct; and c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required in this paragraph shall be an unlimited general obligation of the Board of Directors but need not be accepted by a particular Director or officer or may be accepted without reference to financial ability to make repayment.

Section 6.6 No Limitation of Rights. The indemnification provided by this Article 6. shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to the Act and the Nonprofit Act.

Section 6.7 Directors and Officers Insurance. As and to the extent provided in the Declaration, the Association shall purchase and maintain insurance on behalf of any Person who is or was a Director or an officer of the Association against any liability asserted against him or her and incurred by such Person in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such Person against such liability under provisions of this Article.

ARTICLE 7. BYLAWS

Section 7.1 Amendments. These Bylaws may be amended by (i) a vote of a majority of a quorum of the Board of Directors at a regular or special meeting of the Board of Directors, or (ii) at any regular meeting of the Members or at any special meeting called for the purpose of amending the Bylaws, by the affirmative vote of a majority of a quorum of Members present at the meeting in person or represented by proxy and eligible to vote. Any amendment shall be binding upon every Owner. Any provision of these Bylaws adopted at a regular or special meeting of the Members may thereafter only be amended at a regular or special meeting of the Members. Notwithstanding the above, neither the Board nor the Members shall have any power to amend the Bylaws in such a manner as to materially change the effect of the express provisions of the Declaration unless any standard for an amendment of such provisions in the Declaration is satisfied. No amendment shall serve to shorten the term of any Director, or conflict with the Nonprofit Act or the Act or delete any provision which must be contained in these Bylaws under the terms of the Nonprofit Act or the Act, or conflict with the Articles of Incorporation of the Association.

Section 7.2 Compliance with the Act. These Bylaws are intended to comply with the requirements of the Act and the Nonprofit Act. If any of these Bylaws conflict with the provisions of the Act or the Nonprofit Act, the provisions of the Act or the Nonprofit Act, as applicable, will govern the Association.

Section 7.3 Conflict between Documents. In the case of any conflict between or among the Condominium Documents, the Declaration controls over the Articles of Incorporation, these Bylaws and the Rules and Regulations. The Articles of Incorporation control over these Bylaws and the Rules and Regulations. These Bylaws control over the Rules and Regulations.

ARTICLE 8. COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate which, to the extent provided for in the resolution appointing the committee and allowed by law, shall have the powers of the Board of Directors in the management and affairs and business of the Association. The person appointed to preside over any such committee shall meet the same qualifications as are required by the Condominium Documents of the Association for election or appointment to the Board of Directors.

ARTICLE 9. INFORMATION, BOOKS AND RECORDS

Section 9.1 Statement of Unpaid Assessments. The Association shall provide statements of unpaid assessments in accordance with Section 38-33.3-316 of the Act, as described in the Declaration. The treasurer, a Managing Agent employed by the Association or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute such statements. The amount of any fee for preparing such statements of unpaid Assessments and the time of payment shall be set forth in the Rules and Regulations. Any such fee that is not paid when due may be assessed as a default Assessment against the Whole Ownership Unit or Quarter Share Interest for which the certificate or statement is furnished.

Section 9.2 Intentionally Omitted

Section 9.3 Audits. At the discretion of the Board of Directors or upon the request of Owners as described in this Section 9.3, the books and records of the Association shall be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, by an independent and qualified person selected by the Board of Directors. Such person need not be a certified public accountant except in the case of an audit. A person selected to conduct a review shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. The audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.

An audit shall be required when both of the following conditions are met: (a) the Association has annual revenues or expenditures of at least two hundred fifty thousand dollars (\$250,000); and (b) an audit is requested by the Owners holding at least one-third (1/3) of the Total Voting Power in the Association. A review shall be required only when requested by the Owners holding at least one-third (1/3) of the

Total Voting Power in the Association. The cost of any audit or review shall be a Common Expense. No later than thirty (30) days following completion, copies of any audit or review conducted pursuant to this Section 9.3 shall be made available to any Owner who requests a copy.

Section 9.4 Examination. Records maintained by the Association or the Managing Agent pursuant to Section 9.5 below, shall be available for examination and copying by any Owner or by any of their duly authorized representatives or requesting Eligible First Mortgagees, at the expense of the Person examining the records, during normal business hours and after reasonable notice, subject to the terms described in Section 9.6 below.

Section 9.5 Records. The Association shall keep the records required to be kept pursuant to Section 38-33.3-317 of the Act, in written form or another form capable of conversion into written form within a reasonable time, including but not limited to:

(a) An account for each Whole Ownership Unit and Quarter Share Interest, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Whole Ownership Unit or Quarter Share Interest, the amount of each Assessment for such account, the dates on which each such Assessment comes due, the amounts paid on the account and the balance due;

(b) Detailed records of receipts and expenditures affecting the operation and administration of the Association;

(c) financial records sufficiently detailed to enable the Association to comply with Section 38-33.3-316(8) of the Act concerning statements of unpaid Assessments;

(d) The Roster described in Section 9.6 below;

(e) A list of the names, electronic mail addresses, and physical mailing addresses of its current Directors and officers;

(f) Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two (2) years;

(g) Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Owners;

(h) Ballots, proxies, and other records related to voting by Members for one year after the election, action, or vote to which they relate;

(i) The current operating Budget;

(j) A record of insurance coverage provided for the benefit of Owners and the Association;

(k) Financial statements for the past three (3) years and tax returns for state and federal income taxation for the past seven (7) years;

(l) Minutes of proceedings of all meetings of the Members, Board of Directors and its committees, records of all actions taken by the Members or Board of Directors by written ballot or written consent in lieu of a meeting, written communications among, and the votes cast by Directors directly related to action taken without a meeting, records of all actions taken by committees of the Board of Directors, a record of all waivers of notices of meetings of the Members, the Board of Directors or any committee of the Board of Directors;

(m) A copy of the most current versions of the Articles of Incorporation, Declaration, these Bylaws, Rules and Regulations, and resolutions of the Board of Directors, along with their exhibits and schedules, any covenants, the minutes of all meetings of the Members and records of all action taken by Members without a meeting for the past three (3) years, all written communications within the past three (3) years to Owners generally as Owners, a list of the names and addresses of the current Directors and officers, the Association's most recent annual report, if any, and all financial audits and reviews conducted during the immediately preceding three (3) years;

(n) A list of the current amounts of all unique and extraordinary fees, assessments, and expenses that are chargeable by the Association in connection with the purchase or sale of a Whole Ownership Unit of Quarter Share Interest and are not paid for through assessments, including transfer fees, record change fees, and the charge for a status letter or statement of assessments due;

(o) Such records as may be necessary to comply with the requirements of Section 38-33.3-303(9) of the Act, and

(p) Such other records as may be required by the Act, the Nonprofit Act or that the Board of Directors may determine from time to time are necessary or desirable. In the event that the Act is amended to alter the records requirements currently set forth in this Section, these Bylaws shall be deemed modified accordingly.

Section 9.6 Production of Records. All records maintained by the Association must be available for examination and copying by an Owner or the Owner's authorized agent. The Association may impose a reasonable charge, which may be collected in advance and may cover the costs of labor and material, for copies of Association records. The charge may not exceed the estimated cost of production and reproduction of the records, including the costs of copying, mailing, and any necessary special processing. The Association may require Owners to submit a written request, describing with reasonable particularity the records sought, at least ten (10) days prior to inspection or production of the documents and may limit examination and copying times to normal business hours or the next regularly scheduled Board of Directors meeting if the meeting occurs within thirty (30) days after the request. Except as set forth below, the Association may not condition the production of records upon the statement of a proper purpose.

The Association shall annually compile a roster of the name and address of each of the Owners and Designated Representatives and the number of votes that each Unit is entitled to (the "**Roster**"). The

Association shall provide a copy of the Roster to any Owner upon receipt of a written request from such Owner; provided that the names and addresses of other Owners on the Roster shall only be provided if the written request (i) states the reason for the request; and (ii) the requesting Owner executes and delivers to the Association, a confidentiality agreement and affidavit ("**Confidentiality Agreement**"), in a form reasonably acceptable to the Association, stating that the names and addresses in the Roster will be used only for purposes reasonably related to the Owner's interest in the Association. Each Owner who requests and receives a copy of the Roster thereby agrees that he or she will not make any commercial use of the Roster and will not distribute a copy of the Roster or any portion thereof to any third party.

Records maintained by an Association may be withheld from inspection and copying to the extent that they are or concern (a) architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs; (b) contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation; (c) communications with legal counsel that are otherwise protected by the attorney client privilege or the attorney work product doctrine; (e) disclosure of information in violation of law; (f) records of an executive session of the Board of Directors; (g) records pertaining to individual Units other than those of the requesting Owner.

Records maintained by the Association are not subject to inspection and copying, and they must be withheld, to the extent that they are or concern (a) personnel, salary, or medical records relating to specific individuals; or (b) personal identification and account information of any Person, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers; except that a Person may provide the Association with prior written consent to the disclosure of, and the Association may publish to other Owners and Members, the person's telephone number, electronic mail address, or both. The written consent must be kept as a record of the Association and remains valid until the person withdraws it by providing the Association with a written notice of withdrawal of the consent. If a Person withdraws his or her consent, the Association is under no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal.

ARTICLE 10. CORPORATE SEAL

The Association may have a seal or stamp in circular form having within its form the words: "WILLOWS AT VAIL CONDOMINIUM OWNERS ASSOCIATION, INC."

ARTICLE 11. FISCAL YEAR

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation. The Board of Directors may by amendment to the Bylaws establish a different fiscal year for the Association.

ARTICLE 12. RULES AND REGULATIONS

The Board of Directors shall have the right to establish, amend, and enforce, from time to time, such Rules and Regulations as the Board of Directors may deem necessary and appropriate for the management, preservation, safety, control, and orderly operation of the Complex for the benefit of all Owners and Occupants, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Owners and Occupants. Such Rules and Regulations may include (without limitation) a system of late charges and/or interest for untimely payment of Assessments, fees for review by the Association of matters required under the Declaration, and fees and fines for noncompliance with the Rules and Regulations and other obligations set forth in the Declaration and these Bylaws. The Board of Directors shall provide notice of the adoption or amendment of any Rules and Regulations and make such amended Rules and Regulations available for inspection by all Owners, Occupants, contract purchasers and Eligible First Mortgagees during convenient weekday business hours at the principal office of the Association. Such Rules and Regulations may, to the extent not in conflict with the provisions of the Act, the Declaration, the Articles of Incorporation and these Bylaws, impose reasonable restrictions upon the use and occupancy of any portion of the Complex as the Board of Directors, in its sole and absolute discretion, deems necessary and appropriate, provided any Rule or Regulation that impacts the use or occupancy of a (i) Quarter Share Interest shall require the approval of the Director(s) elected by the Quarter Share Class, or (ii) a Whole Ownership Unit shall require the approval of the Director(s) elected by the Whole Ownership Class. Each Owner agrees that all such Owner's ownership rights shall be in all respects subject to the Rules and Regulations, and each Owner agrees to obey such Rules and Regulations as the same may lawfully be amended from time to time, and to ensure that the same are faithfully observed by all Occupants of such Owner's Unit. Each Person who comes within the Complex shall be subject to the Rules and Regulations for the duration of his presence therein. A copy of the Rules and Regulations, as amended from time to time, shall be made available on the Association's website and to Owners, Occupants and contract purchasers upon request and payment of a reasonable fee.

Nothing contained in these Bylaws shall operate to limit the authority of the Board of Directors of the Willows Quarter Share Condominium Owners, LLC to adopt Rules, Regulations, Policies and Procedures, including the Quarter Share Reservation Procedures, to govern the use and occupancy of the Quarter Share Units consistent with the Quarter Share Governing Documents; provided that all Quarter Share Unit Owners shall also be subject to the Complex Governing Documents.

ARTICLE 13. MEMBERSHIP RIGHTS AND PRIVILEGES

Section 13.1 Rights and Privileges of Members. No Member shall have the right, without the prior approval of the Board of Directors, to exercise any of the powers or to perform any of the acts delegated to the Board of Directors by these Bylaws or the Declaration. Each Member shall have all of the rights and privileges, including but not limited to property rights and easement rights of access over and use and enjoyment of the Common Elements, granted to the Owners by the Declaration, subject to such limitations as may be imposed in accordance therewith.

Section 13.2 Suspension of Rights. To the fullest extent allowed by law, the Association shall have the right to suspend the rights and privileges of an Owner as a Member of the Association for the period during which any Assessment owed by such Owner remains unpaid and delinquent, all as further described in the Declaration.

ARTICLE 14. INTERPRETATION

The provisions of these Bylaws shall be liberally construed to effect the purpose of ensuring that the Complex shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Owner and Occupant.

