

**ELK RUN AT COPPER MOUNTAIN
CONDOMINIUMS HOMEOWNERS ASSOCIATION BYLAWS**

AMENDED AND RESTATED BYLAWS

**ELK RUN AT COPPER MOUNTAIN
CONDOMINIUMS HOMEOWNERS ASSOCIATION**

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
<u>ARTICLE 1</u> <u>PURPOSES, ASSENT OF MEMBERS, AND DEFINITIONS</u>	1
Section 1.1. <u>Purposes</u>	1
Section 1.2. <u>Assent</u>	1
Section 1.3. <u>Definitions</u>	1
<u>ARTICLE 2</u> <u>MEMBERSHIP</u>	1
Section 2.1. <u>Membership</u>	1
Section 2.2. <u>Representation on Executive Board</u>	1
Section 2.3. <u>Responsibilities of Members</u>	2
Section 2.4. <u>Membership Certificates</u>	2
Section 2.5. <u>Membership</u>	2
Section 2.6. <u>Voting Rights</u>	2
Section 2.7. <u>Declarant Control</u>	2
<u>ARTICLE 3</u> <u>MEETINGS OF MEMBERS</u>	2
Section 3.1. <u>Place of Meeting</u>	2
Section 3.2. <u>Annual Meeting</u>	3
Section 3.3. <u>Special Meetings</u>	3
Section 3.4. <u>Notice of Meetings</u>	3
Section 3.5. <u>Adjourned Meetings</u>	3
Section 3.6. <u>Proxies</u>	3
Section 3.7. <u>Designation of Voting Representative--Proxy</u>	3
Section 3.8. <u>Quorum</u>	3
<u>ARTICLE 4</u> <u>EXECUTIVE BOARD</u>	4
Section 4.1. <u>Number and Qualification</u>	4
Section 4.2. <u>Executive Board</u>	4
Section 4.3. <u>Board Elections</u>	5
Section 4.4. <u>Removal of Directors</u>	5
Section 4.5. <u>Vacancies</u>	5
Section 4.6. <u>Quorum of Directors</u>	5
Section 4.7. <u>Place and Notice of Directors' Meetings</u>	6
Section 4.8. <u>Powers and Duties</u>	6
Section 4.9. <u>Other Powers and Duties</u>	6
Section 4.10. <u>Managing Agent</u>	8
Section 4.11. <u>Directors' Compensation</u>	8
Section 4.12. <u>Limitations on Changes to the Common Elements</u>	8

<u>ARTICLE 5</u>	<u>OFFICERS AND THEIR DUTIES</u>	9
Section 5.1.	<u>Enumeration of Officers</u>	9
Section 5.2.	<u>Election of Officers</u>	9
Section 5.3.	<u>Term</u>	9
Section 5.4.	<u>Special Appointments</u>	9
Section 5.5.	<u>Resignation and Removal</u>	9
Section 5.6.	<u>Vacancies</u>	9
Section 5.7.	<u>Multiple Offices</u>	9
Section 5.8.	<u>Duties</u>	9
<u>ARTICLE 6</u>	<u>INDEMNIFICATION OF DIRECTORS AND OFFICERS</u>	10
<u>ARTICLE 7</u>	<u>BYLAWS</u>	11
Section 7.1.	<u>Amendments</u>	11
Section 7.2.	<u>Compliance with the Act</u>	11
Section 7.3.	<u>Conflict Between Documents</u>	11
<u>ARTICLE 8</u>	<u>SERVICES</u>	11
<u>ARTICLE 9</u>	<u>NONPROFIT CORPORATION</u>	12
<u>ARTICLE 10</u>	<u>OBLIGATIONS OF THE OWNERS</u>	12
Section 10.1.	<u>Assessments</u>	12
Section 10.2.	<u>Registration of Mailing Address</u>	12
Section 10.3.	<u>Use of General Common Elements and Limited Common Elements</u>	13
Section 10.4.	<u>Assessments, Debts, and Other Obligations By Unit Owner</u>	13
<u>ARTICLE 11</u>	<u>COMMITTEES</u>	14
<u>ARTICLE 12</u>	<u>BOOKS AND RECORDS; STATEMENT OF ACCOUNT</u>	14
Section 12.1.	<u>Inspection</u>	14
Section 12.2.	<u>Statement of Account</u>	15
<u>ARTICLE 13</u>	<u>CORPORATE SEAL</u>	15
<u>ARTICLE 14</u>	<u>FISCAL YEAR</u>	15
<u>ARTICLE 15</u>	<u>PARKING</u>	16

**AMENDED AND RESTATED BYLAWS
OF
ELK RUN AT COPPER MOUNTAIN
CONDOMINIUMS HOMEOWNERS ASSOCIATION**

The name of the corporation shall be ELK RUN AT COPPER MOUNTAIN CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation ("the Association").

ARTICLE 1

PURPOSES, ASSENT OF MEMBERS, AND DEFINITIONS

Section 1.1. Purposes. The specific purposes for which the Association is formed are (i) to provide for maintenance, preservation, and control of the Units and Common Elements within that certain tract of real property situated in the County of Summit, State of Colorado, as more fully described in Exhibit A to the Declaration of Elk Run at Copper Mountain Condominiums, filed for record with the Clerk and Recorder of Summit County, Colorado, on May 24, 1996, at Reception No. 515695, as the same may be amended or supplemented from time to time (the "Declaration"); and (ii) to promote the health, safety, and welfare of the Owners, residents, and occupants of the property described above (the "Condominium Project").

Section 1.2. Assent. All present or future Owners, tenants, future tenants, or any other persons using the facilities of the Condominium Project in any manner are subject to these Bylaws and any rules adopted by the Executive Board pursuant to these Bylaws. The mere acquisition or rental of any of the Units of the Condominium Project or the mere act of occupancy of any of those Units shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said rules.

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 Unit is required in order to qualify for membership in the Association.

Section 2.2. Representation on Executive Board. If title to a Unit is held by a firm, corporation, partnership, association, or other legal entity or any combination thereof, or if any individual or entity shall have title to more than one Unit, then in either case, that individual or entity may appoint, by a writing furnished to the Association, a delegate to represent each such Unit as a candidate for, and if elected, as a member of, the Executive Board. Such delegate shall not vote as a member of the Association unless such person shall be appointed by a proxy

executed in conformance with Sections 3.6 and 3.7 of these Bylaws to cast the voting interest of the Unit which he represents.

Section 2.3. Responsibilities of Members. Any person, including Declarant, on becoming an owner of a Unit, shall automatically become a member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership, or impair any rights or remedies which the Executive Board of the Association or others may have against such former owner arising out of ownership of the Unit and membership in the Association and the covenants and obligations incident thereto.

Section 2.4. Membership Certificates. No certificates of stock shall be issued by the Association, but the Executive Board may, if it so elects, issue membership cards to Owners of Units. Such membership card shall be surrendered to the secretary of the Association whenever ownership of the Unit designated on the card shall terminate.

Section 2.5. Membership. There shall be one (1) class of membership to which all members including Declarant shall belong.

Section 2.6. Voting Rights. Each Unit shall be allocated one vote in the affairs of the Association. The Association shall not have a vote with respect to any Unit which may be owned by it. Declarant shall be entitled to vote with respect to Units owned by it. Members of the Association may exercise such voting rights subject to and in accordance with the provisions of these Bylaws. All members of the Association shall be entitled to vote on all matters affecting the Condominium Project, including, without limitation, the election of Directors.

Section 2.7. Declarant Control. Notwithstanding anything to the contrary provided for herein, Declarant shall be entitled to appoint and remove the members of the Association's Executive Board and officers of the Association to the fullest extent permitted under the Act. The period of Declarant power to appoint and remove Directors and officers as discussed herein shall terminate upon the earliest of those events set forth in the Act as terminating the period of declarant control or the date on which Declarant voluntarily relinquishes such power as evidenced by a notice recorded in the Office of the Clerk and Recorder for Summit County, Colorado, but in such event, Declarant may at its option require that specified actions of the Association or the Executive Board as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove directors and officers, be approved by Declarant before they become effective.

ARTICLE 3

MEETINGS OF MEMBERS

Section 3.1. Place of Meeting. Meetings of the Association members shall be held at such place, within or outside the State of Colorado, as the Executive Board may determine.

Section 3.2. Annual Meeting. The first annual meeting of the Association members shall be held within one year after the date of the adoption of these Bylaws. Thereafter, the annual meetings of the Association members shall be held on a date and at a time selected by the Executive Board each succeeding year. The purpose of the annual meetings is for the election of Directors and the transaction of such other business of the Association as may properly come before the meeting.

Section 3.3. Special Meetings. Special meetings of the Association members may be called by the president or the Executive Board, or by members having an ownership interest in the Common Elements representing one-fourth of the total ownership interests in the Common Elements.

Section 3.4. Notice of Meetings. Written notice given in accordance with Section 4.9 of the Declaration and stating the place, day, and hour of each meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered and effective not less than 10 nor more than 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, to the registered address for notice (as provided in the Declaration) of each Unit entitled to be represented by a vote at such meeting.

Section 3.5. Adjourned Meetings. If any meeting of Association members cannot be organized because a quorum, as defined below in Section 3.8, has not attended, 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 3.6. Proxies. Votes may be cast in person or by proxy, but no proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy. Proxies shall be filed with the secretary of the Association at or before the appointed time of each meeting.

Section 3.7. Designation of Voting Representative--Proxy. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, a proxy must be executed and filed with the Association appointing and authorizing one person or alternate persons to attend all annual and special meetings of the Association members and to cast the vote allocated to that Unit. Such proxy shall be effective and remain in force unless voluntarily revoked, amended, or sooner terminated by its terms or by operation of law; provided, however, that within 30 days after such revocation, amendment, or termination, the Owner or Owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this Section 3.7.

Section 3.8. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of the Association members possessing sufficient votes to constitute 25% of

the votes of all members 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. A majority of votes entitled to be cast by such members present in person or by proxy shall 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 of incorporation of the Association, or these Bylaws.

ARTICLE 4

EXECUTIVE BOARD

Section 4.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board, composed of from three to nine persons. The Directors may be nonresidents of Colorado, but all Directors elected by the members (as opposed to any Directors appointed by Declarant pursuant to Section 2.5 above) must be owners of Condominium Units or their delegates.

Section 4.2. Executive Board.

4.2.1. Initial Executive Board. The names and addresses of three persons who are to initially act in the capacity of Directors until their successors are duly elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
Robin Eldridge	2660 Kerr Gulch Road Evergreen, CO 80439
Paul Miles	Copper Mountain, Inc. P.O. Box 3001 Copper Mountain, CO 80443
Daniel Robinson	4982 South Ulster, #619 Denver, CO 80237

4.2.2. Terms of Office of Initial Board. The terms of office of the Executive Board initially appointed by Declarant under Section 2.5 above shall be set as they among themselves decide, subject to the following requirements:

(a) The term of office of the one Director shall expire at the first annual meeting of the members held after the appointment of such Director.

(b) The term of office of a second Director shall expire at the second annual meeting of the members held after the appointment of such Director.

(c) The term of office of the final Director shall expire at the third annual meeting of the members held after the appointment of such Director.

4.2.3. Terms of Office of Subsequent Boards. Subject to the requirements of Section 38-33.3-303 of the Act, every Director appointed or elected to replace the members of the initial Executive Board shall serve a term of three years, so that the term of one-third of the Executive Board shall expire each year. Elections of Directors shall be conducted as provided in Section 4.3 below. The Directors shall hold office until their successors have been elected and qualified.

Section 4.3. Board Elections. Upon the termination of Declarant's power to appoint a Director or Directors as set forth in Section 2.5 above, a special meeting of the Association shall be called to hold elections for persons to replace the members of the Executive Board for the remainder of the respective three year terms then being served by each such Director appointed by Declarant.

The Directors shall hold office until their successors have been elected and qualified. Nominations of candidates for the Executive Board may be made by any member of the Association (including persons who are then members of the Executive Board). The candidate receiving the largest percentage of all votes of members present in person or represented by proxy at the meeting shall be elected. All members of the Association shall be entitled to vote for Directors. No voting by membership classification shall be permitted in the election of Directors. Cumulative voting is prohibited.

Section 4.4. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors whose terms expire at the next annual meeting of members may be removed with or without cause by a majority of the votes of members. Any one or more of the Directors elected by the members whose terms do not expire at the next annual meeting of members may be removed only by a vote of at least two-thirds of the votes of the members. Successors may then and there be elected by members to fill the vacancies thus created.

Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. The Executive Board shall designate by resolution or motion when such regular or special meeting shall be held after such meeting is properly set or called in accordance with these Bylaws and Colorado law.

Section 4.5. Vacancies. Any vacancy occurring in the Executive Board may be filled by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Executive Board. The term of the Director so elected shall be coincident with the term of the replaced Director.

Section 4.6. Quorum 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 quorum of the Directors shall be an act of the Executive Board.

Section 4.7. Place and Notice of Directors' Meetings. Any regular or special meetings of the Executive Board may be held at such place within or without the State of Colorado and upon such notice as the Board may prescribe. 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 Executive Board, any member of the Board 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 Executive Board need be specified in the waiver of notice of such meeting. The Executive Board shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all members of the Executive Board. Any action so approved shall have the same effect as though taken at a meeting of the Executive Board.

The Executive Board may participate in a meeting by means of a conference telephone 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.

Section 4.8. Powers and Duties . The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association. The Executive Board may do all such acts and things which are not specifically required to be done by the members of the Association by law, the Declaration, the articles of incorporation of the Association, or these Bylaws.

Section 4.9. Other Powers and Duties. Without limiting the generality of the powers and duties set forth in Section 4.8 of these Bylaws, shall be empowered and shall have the powers and duties as the Executive Board shall be empowered and shall have the powers and duties as follows:

4.9.1. To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, and all other provisions set forth in the Declaration.

4.9.2. To adopt and amend from time to time administrative rules and regulations governing the use and operation of the Common Elements, as provided in the Declaration.

4.9.3. To keep in good order, condition, and repair all the Common Elements and all items of personal property, if any, used in the enjoyment of the Condominium Project. No approval of the Owners is required for expenditures for these purposes.

4.9.4. To designate and remove personnel necessary for the operation, maintenance, repair, and replacement of the Common Elements.

4.9.5. In accordance with the terms of the Declaration, to obtain and maintain in effect the insurance coverage specified in the Declaration to the extent that insurance is available from reputable carriers at costs which are not demonstrably unreasonable.

4.9.6. Subject to the budgeting procedures contained in the Declaration, to fix, determine, levy, and collect the prorated annual Assessments to be paid by each of the members towards the gross expenses of the Condominium Project, and to adjust, decrease, or increase the amount of the Assessments, and to credit any excess of Assessments over expenses and cash reserves to the members against the next succeeding Assessment period.

4.9.7. To levy and collect Special Assessments whenever, in the opinion of the Executive 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, subject to any limitations imposed by the Declaration and the Act, and further subject to the requirement that all special Assessments shall be in statement form and shall set forth the detail of the various expenses for which the Assessments are being made.

4.9.8. 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; to enforce a late charge of \$100 or such other charge as the Executive Board may fix by rule from time to time in connection with Assessments remaining unpaid more than 15 days from due date for payment thereof; and to collect interest on unpaid Assessments in accordance with Article 8 of the Declaration at the Maximum Rate in effect on the date the obligation to pay such interest arises.

4.9.9. To protect and defend the Condominium Project from loss and damage by suit or otherwise.

4.9.10. Subject to restrictions as may be set forth in the Declaration and the Act, to borrow funds 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 Executive Board may deem necessary, and such indebtedness shall be the several obligations of all of the owners in the same proportions as they share the Common Expenses; provided, however, that without the prior approval by a majority of the members, the Executive Board shall not: (i) borrow more than \$50,000, or (ii) bind the Association to any ongoing financial obligation the duration of which is more than three years. This Section 4.9.10 may not be amended without the approval of a majority of the members.

4.9.11. To dedicate, sell, or transfer all or any part of the Common Elements to any public, governmental, or quasi-governmental agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; and subject to such additional limitations as may be set forth in the Declaration and the Act.

4.9.12. To enter into contracts within the scope of their duties and powers, including, without limitation, contracts with homeowners associations or entities to provide services for the benefit of members and their families, guests, tenants and invitees.

4.9.13. To establish a bank account for the treasury and for all separate funds which are required or may be deemed advisable by the Executive Board.

4.9.14. To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Executive Board and to permit examination thereof by Owners and their Mortgagees at convenient weekday business hours.

4.9.15. To prepare and deliver annually to each member a statement showing all receipts, expenses, or disbursements since the last such statement, including depreciation and other tax information.

4.9.16. To collect an initial contribution to working capital from each Unit Owner who purchases a Unit from Declarant and from any successor Owner of a Unit equal to three months, installments of annual Assessments, which shall be used by the Association as a working capital fund.

4.9.17. To maintain and remove snow from any and all driveways, roadways, and parking areas at the Condominium Project and to maintain the lawn, trees, shrubs, and other vegetation located on the Condominium Project for the benefit of the Owners.

4.9.18. In general, to carry on the administration of the Association and to do all those things necessary and responsible in order to carry out the communal aspects of condominium ownership, all in accordance with the Declaration.

Section 4.10. Managing Agent. The Executive Board may employ for the Association a Managing Agent at a compensation established by the Executive Board, to perform such duties and services specified in Section 4.9 above as the Executive Board shall authorize; provided, however, that the Executive Board in delegating such duties shall not be relieved of its responsibility under the Declaration or the Act.

Section 4.11. Directors' Compensation. Directors shall not be paid any compensation for their services performed as such Directors unless a resolution authorizing such remuneration shall have been adopted by the Association. Each member of the Executive Board shall receive reimbursement for reasonable transportation, meals, and lodging expenses for attendance at any regular or special meeting of the Executive Board or for other actual expenses incurred in connection with the performance of his duties of office as a member of the Executive Board.

Section 4.12. Limitations on Changes to the Common Elements. In further limitation of the powers granted to the Executive Board, the Executive Board's powers pursuant to Sections 5.1.7 and 5.1.8 of the Declaration cannot result in any material architectural change to the

Common Elements (for the purposes of this section 4.12 "material" shall be deemed to mean any change which changes the exterior appearance of the Project or a Unit in any material way or involves a cost in excess of \$20,000) without the prior approval of a majority of the members. This Section 4.12 may not be amended without the prior approval of a majority of the members.

ARTICLE 5

OFFICERS AND THEIR DUTIES

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

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

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

Section 5.4. Special Appointments. The Executive Board 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 Executive Board 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 Executive Board. Any officer may resign at any time by giving written notice to the Executive Board, 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 Executive Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5.7. Multiple Offices. Any two or more offices may be held by the same person, except the offices of president and secretary.

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

5.8.1. President. The president shall preside at all meetings of the Association members and the Executive Board; shall see that orders and resolutions of the Executive Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments; shall

co-sign all promissory notes; and shall exercise and discharge such other duties as may be required of the president by the Executive Board.

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

5.8.3. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Executive Board and of the members; keep the corporate stamp or seal of the Association and place it on all papers requiring said stamp or seal; serve notice of meetings of the Executive Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Executive Board.

5.8.4. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Executive Board; co-sign all promissory notes of the Association; sign all checks of the Association unless the Executive Board specifically directs otherwise; keep proper books of account; at the direction of the Executive Board, cause an annual audit of the Association books to be made by a public accountant at least once in every three fiscal years; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE 6

INDEMNIFICATION OF DIRECTORS AND OFFICERS

To the extent permitted by law and consistent with the articles of incorporation of the Association, the Association shall indemnify every Director, 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 any liability asserted against or incurred by such person in any such capacity or arising out of that person's capacity as such. The indemnification permitted under this Article shall not extend, 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 shall be provided only in connection with such matters covered by the 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 shall not be exclusive of other rights to which such Director 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 shall be treated and handled by the Association as a Common Expense.

ARTICLE 7

BYLAWS

Section 7.1. Amendments. These Bylaws may be amended by a vote of a majority of a quorum of the Executive Board at a regular or special meeting of the Executive Board. No amendment shall serve to shorten the term of any Director, or conflict with the Act or delete any provision which must be contained in these Bylaws under the terms of the Act, or conflict with the articles of incorporation of the Association or the Declaration.

Section 7.2. Compliance with the Act. These Bylaws are intended to comply with the requirements of the Colorado Common Interest Ownership Act. If any of these Bylaws conflict with the provisions of the Act, the provisions of the Act will govern the Association.

Section 7.3. Conflict Between Documents. In the case of any conflict between the articles of incorporation of the Association and these Bylaws, the articles shall control; and in the case of any conflict between the Declaration and these Bylaws or the articles of incorporation of the Association, the Declaration shall control.

ARTICLE 8

SERVICES

The Association shall initially provide the following services, among others, funded through the related payments outlined below from regular, annual Assessments, which may be amended or supplemented from time to time by vote of the Executive Board:

- (a) administrative and staff payroll;
- (b) accounting services;
- (c) provision of office supplies;
- (d) maintenance of the Common Elements, including all exterior maintenance of Buildings; grounds maintenance including irrigation water, parking area, roadway, and driveway maintenance, and snow removal on sidewalks and private driveways, roadways, and parking areas;
- (e) provision of maintenance supplies;
- (f) legal services;
- (g) electricity service for the Common Elements, including area lighting;
- (h) trash removal;

- (i) payment of reimbursable expenses of the Executive Board;
- (j) maintenance of insurance for Common Elements and other insurance specified in the Declaration;
- (k) establishment of reserve fund for maintenance, repair, and replacement of the Common Elements, as required by the Declaration;
- (l) payment on behalf of members of the assessments of the Master Association; and
- (m) employee housing services and expenses.

ARTICLE 9

NONPROFIT CORPORATION

The Association is not organized for profit. No member of the Association, member of the Executive Board, or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event shall 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 Executive Board. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any member or Director acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) any member or Director 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.

ARTICLE 10

OBLIGATIONS OF THE OWNERS

Section 10.1. Assessments. Except as otherwise provided in the Declaration, all Owners shall be obligated to pay the annual Assessments imposed by the Association to meet the Common Expenses. Unless otherwise determined by the Association, the annual Assessments, and any special Assessments which are to be paid in periodic installments, shall be paid periodically in advance and shall be due and payable to the Association at its principal office, or as the Association may otherwise direct in any Management Agreement, without notice (except as otherwise required by the Declaration), on the first day of the payment period. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these Bylaws, if, and only if, he shall have fully paid all Assessments made or levied against him and the Unit owned by him.

Section 10.2. Registration of Mailing Address. All Owners of each Unit shall have one and the same registered mailing address to be used by the Association for mailing of notices,

demands, and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association, or other legal entity or such combination thereof to be used by the Association. Such registered address of a Unit Owner or Owners shall be furnished by such Owners to the secretary of the Association within five days after transfer of title; and such registration shall be in written form and signed by all of the owners of the Unit or by such persons as are authorized by law to represent the interests of all Owners thereof. If no such address is registered or if all of the owners cannot agree, then the address of the Unit shall be deemed their registered address for the purposes of this Section until another registered address is furnished as required under this Section. If the Unit is the registered address of the Owners, then any notice shall have been deemed to be duly given if it is delivered to any person occupying that Unit or, if such Unit is unoccupied, if the notice is held and available for the Owners at the principal office of the Association. The registered address may be changed from time to time by designation in accordance with this Section.

Section 10.3. Use of General Common Elements and Limited Common Elements. Each owner shall use the General Common Elements and the Limited Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners.

Section 10.4. Assessments, Debts, and Other Obligations By Unit Owner. The Assessments, debts, and other obligations assumed by the Owner include the following:

10.4.1. The duties and obligations with respect to the maintenance of Unit interiors, Limited Common Elements, and certain portions of the Common Elements servicing a particular Unit as set forth more fully in the Declaration.

10.4.2. The duty of Owners as set forth in the Declaration to reimburse the Association for repair or replacement of Common Elements, when such repair or replacement is occasioned by the negligent or willful act or omission of said Owner, his family members, employees, guests, or invitees.

10.4.3. The duty to pay all annual, special, and default Assessments provided for and governed by the Declaration and levied for any purpose authorized by the Declaration.

10.4.4. The responsibility for each Owner to obtain that insurance related to his Unit provided for in the Declaration.

10.4.5. The duty to pay any separately metered or assessed utility costs and ad valorem taxes and special assessments levied by the State of Colorado or any political subdivision thereof on an Owner's Unit.

10.4.6. The duty to indemnify and hold harmless each of the other Owners and the Association, pursuant to the Declaration, from any liability arising from the claim of any mechanics, liens against an Owner's Unit or against the Common Elements.

10.4.7. The duty to adhere to and comply with all use restrictions of the Declaration.

10.4.8. The burdens imposed by the easements set forth in the Declaration.

10.4.9. The obligation to submit to the appointment of the Association as attorney in fact for purposes of dealing with the Condominium Project upon its damage, destruction, or obsolescence as provided in the Declaration.

10.4.10. The restrictions, limitations, and prohibitions relative to partitioning, severing ownership interests in the Common Elements, and leasing Units as set forth in the Declaration.

10.4.11. Such other duties and obligations as may be imposed under the Declaration or these Bylaws and other Association Documents.

10.4.12. Individual homeowners may install holiday lights that are modest in scope at the entrance to their homes. The lights are permitted from Thanksgiving to January 15.

10.4.13. The Association will install white decorative lighting at the entrance to the Condominium Project. The lighting will remain in place for the winter season and will be at the discretion of the Executive Board.

ARTICLE 11

COMMITTEES

The Executive Board of the Association may appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE 12

BOOKS AND RECORDS; STATEMENT OF ACCOUNT

Section 12.1. Inspection. The records of receipts and expenditures of the Executive Board, including records of receipts and expenditures affecting Common Elements, and other books, records and papers of the Association, including the Declaration, the articles of incorporation, and these Bylaws of the Association as well as any Management Agreement and any rules and regulations of the Association shall be available for inspection during convenient weekday business hours by the Owners and their lenders and to holders, insurers or guarantors of First Mortgages at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 12.2. Statement of Account. Upon ten days' notice to the Managing Agent, if any, or to the Executive Board, and payment of a reasonable fee, any Owner shall be furnished a statement of the Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such owner, together with such other information available pursuant to Section 8.15 of the Declaration.

ARTICLE 13

CORPORATE SEAL

The Association shall have a seal or stamp in circular form having within its form the words: "Elk Run at Copper Mountain Condominiums Homeowners Association".

ARTICLE 14

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE 15

VEHICLE AND PARKING POLICY

15.1. No motor vehicle classed by manufacturer rating as exceeding three-quarter ton and no motor home, trailer, detached camper or camper shell, boat, commercial vehicle or other similar equipment or vehicle may be kept or parked on the Condominium Project. All vehicles must have current license plates, be in operating condition and in a reasonable state of maintenance and repair. No vehicles shall be parked on the Condominium Project with conspicuous "For Sale" signs attached.

15.2. All Owners shall observe and abide by all parking and traffic regulations as promulgated by the Association or by any municipal or other regulatory authorities. Each Owner shall park its vehicles, and shall ensure that its guests park their vehicles only in approved parking spaces, but not any spaces that are marked or identified as being restricted or reserved (e.g., handicap-only parking spaces) or in any unauthorized areas. The Association may move the location of any restricted or reserved parking spaces from time to time. An Owner may not park its vehicle, and shall ensure that its guests do not park their vehicles in or on any street or

road, or on the shoulder of any street or road located at, on or adjacent to the Condominium Project which is not approved for parking. An Owner or Owner's guests may park a vehicle in the driveway in front of such Owner's garage as long as the entire vehicle is contained within the driveway boundaries. For the purpose of these Rules and Regulations the term "driveway" shall include only the concrete paved area in front of an Owner's garage and shall specifically exclude the asphalt paved area which is a roadway and must be free of parked vehicles to ensure emergency vehicle access.

15.3. An Owner, Renter or Owner's Guest may use only his driveway and designated garage(s) for regular continuous use. During winter months parking in front of garages is strongly discouraged since the possibility of falling snow and ice is significant and may cause serious damage to vehicles. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by Owner, or any member of such Owner's family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Property or be damaged by falling snow or ice, the Association shall be held harmless by such Owner for any and all damages or losses that may ensue; and any and all rights in connection therewith that the Owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Owner shall indemnify the Association against any liability that may be imposed on the Association as a result of such illegal parking, abandonment, or from falling snow and ice and any consequences thereof.

15.4. The garages constructed with each unit are restricted in use to only parking of the Owner's vehicles and vehicles of the Owner's guests and shall not be used as residential living areas, work areas, or for any purpose other than the parking of vehicles.

15.5. Except with the prior written approval of the Executive Board, no vehicle maintenance, servicing, repairing, assembling, disassembling, modifying, restoring, other than emergency work, shall be permitted in the unit or on the Condominium Project, unless all of the following conditions can be met: (a) such activity must be conducted within an enclosed garage with the garage door fully closed; (b) such activity is not undertaken as a business; and (c) such activity will not cause any Owner to park one or more of its authorized vehicles in an outside location within the boundaries of the Condominium Project. The foregoing shall not apply to the washing or polishing of motor vehicles together with those activities normally incident to such activity. The length of time allowed for emergency work may be determined by the Executive Board; provided, however, no emergency work shall be permitted for more than a continuous period of twenty-four (24) hours. Any or all of the foregoing activities, however, may be prohibited entirely by the Executive Board, if the Executive Board determines that it creates a nuisance.

15.6. Any vehicles parked in violation of these or other parking regulations properly promulgated by the Association may be towed away, restrained or disabled at the Owner's sole risk and expense. The Association also reserves the right to impose fines in such reasonable amounts as it determines from time to time against Owners who have parked vehicles or whose guests have parked vehicles in violation of these regulations. Any such fines shall be treated as Default Assessments under the Declaration.

15.7. No guests, invitees or visitors shall be permitted to park in visitor parking spaces for more than seven (7) consecutive days.

The undersigned, being all of the members of the Executive Board of the Association, have approved and executed these Bylaws as of the _____ day of _____, 2007.

Name:

Name:

Name:

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of the Elk Run at Copper Mountain Condominiums Homeowners Association, a Colorado no-profit corporation; and

That the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Executive Board of the Association, held on the 4th day of September 2007.

Dated: _____, 2007 .

Secretary