

BY-LAWS  
OF  
ASPEN WILD  
CONDOMINIUM ASSOCIATION, INC.

The name of the organization shall be The Aspen Wild Condominium Association, Inc.

ARTICLE I

PURPOSES

1. The purpose for which this non-profit Association is formed is to govern the condominium property which has been or will be submitted to the provisions of the Condominium Ownership Act of the State of Colorado by the recording of the declaration and supplements thereto and maps and supplements thereto bearing the name associated with this Association.

2. All present or future owners, tenants, future tenants, or any other person that might use or have an interest in any manner in the facilities of the project located on the property therein described are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") or the mere act of occupancy of any of said units will signify that these By Laws are accepted, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS,  
QUORUM, PROXIES

1. Membership: Except as is otherwise provided in these By-Laws, ownership of a condominium unit is required in order to qualify for membership in this Association. Any person on becoming an owner of a condominium unit shall automatically become a member of this Association and be subject

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to these By-Laws. Membership shall terminate without any formal Association action whenever a person ceases to own a condominium unit. Provided, however, such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with this Association during the period of such ownership and membership in the Association. Termination shall not impair any rights or remedies which the unit owners have, either through the Board of Directors or the Association or directly, against such former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

2. Voting: Voting shall be based upon the percentage of the undivided interest owned by each unit owner in all of the general common elements. Subject to paragraph 8 of the Articles of Incorporation as amended, an owner of an undivided interest in and to a condominium unit shall be entitled to a vote equal to his ownership interest in such general common elements. The aggregate of all of the undivided interests in the general common elements shall be considered one hundred (100%) percent for voting purposes. There shall be cumulative voting for all directors as set forth in the Articles of Incorporation. As used in the By-Laws the words "undivided interests" or "ownership in the general common elements" mean, for voting purposes, that fractional or percentage interest in and to the general common elements.

3. Majority of Unit Owners: Subject to paragraph 8 of the Articles of Incorporation as amended, the term "majority of unit owners" shall mean those owners of more than fifty (50%) of the undivided ownership of the general common elements.

3. Quorum: Except as otherwise provided in these By-laws, the presence in person or by proxy of a majority of unit owners shall constitute a quorum. Subject to paragraph 8 of the Articles of Incorporation as amended, an affirmative vote of a majority of the unit owners present, even if it represents less than 50% of the general common elements, either in person or by proxy, shall be required to transact the business of the meetings.

5. Proxies: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

### ARTICLE III

#### ADMINISTRATION

1. Association Responsibilities: The owners of the units will constitute the Association of unit owners, hereinafter referred to as "Association", who will have the

responsibility of administering the project through a Board of Directors.

2. Place of Meeting: Meeting of the Association shall be held at such place within the State of Colorado as the Board of Directors may determine.

3. Annual Meetings: The first meeting of the Association shall be held within six months after the first conveyance of a condominium unit. Thereafter, the annual meetings of the Association shall be held on a date as shall be determined by the Board of Directors. At such meeting there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

4. Special Meetings: The President may call a special meeting of the owners upon his own initiative or as directed by resolution of the Board of Directors or upon receipt of a petition signed by at least one-third (1/3) of the owners. The notice of any special meetings shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting unless by consent of two-thirds (2/3) of the owners present, either in person or by proxy. Any such meeting shall be held at such place and time as the President determines within thirty (30) days after receipt by the President of such resolution or petition.

5. Notice of Meetings: The Secretary shall mail or deliver a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each owner of record, at least five (5) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph or the delivery of such notice shall be considered notice served.

6. Adjourned Meetings: If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained.

7. Order of Business: The order of business at the

annual meetings of the owners of units shall be as follows:

set up  
meeting  
minutes

- (a) Roll call and certifying proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and/or disposal of unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of managers.
- (g) Unfinished business
- (h) New Business.
- (i) Adjournment.

8. Performance of Functions by Declarant: Notwithstanding the provisions of paragraph 3 of Article III, the rights, duties and function of the Board of Directors shall, at the declarant's option, be exercised by the declarant until the development of the condominium project has been completed and until a majority of all condominium units have been sold and conveyed; however, Declarant will not, without the consent of the unit owners, make any capital improvements for which such owners will be charged.

ARTICLE IV  
BOARD OF DIRECTORS

1. Number and Qualification: At the first meeting there shall be elected not less than one (1) nor more than three (3) members of the Association to the Board of Directors who shall thereafter govern the affairs of this Association until their successors have been duly elected and qualified.

2. Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Associations and for the operation and maintenance of the condominium project as a first class residential condominium property. The Board of Directors may do all such acts and things except as by law or by these By-Laws or by the Condominium Declaration may not be delegated to the Board of Directors.

3. Other Powers and Duties: Such powers and duties of the Board of Directors shall include, but shall not be limited to the following, all of which shall be done for and on behalf of the owners of the condominium units.

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Condominium Declaration submitting the property to the provisions of the Condominium Ownership Act of the State of Colorado, the By-Laws of the Association and supplements and amendments thereto.

(b) To establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, rentals, use and occupancy of all of the condominium units with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member upon the adoption thereof and a copy posted in each unit.

(c) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the general and limited common elements and all items of common personal property.

(d) To insure and keep insured all of the insurable general common elements of the property in an amount equal to the maximum replacement value. To insure and keep insured all of the common fixtures, equipment and personal property for the benefit of the owners of the condominium units and their first mortgagees. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$1,000,000 per occurrence and \$50,000 property damages.

(e) To prepare a budget for the condominium, at least annually, in order to determine the amount of the common assessments payable by the unit owners to meet the common expenses of the condominium project. To allocate and assess such common charges among the unit owners according to their respective common ownership interests in and to the general common elements. By majority vote of the Board to adjust, decrease or increase the amount of the quarterly or monthly assessments, and remit or return any excess of assessments over expenses, working capital, sinking funds, reserve for deferred maintenance and for replacement to the owners at the end of each operating year. To levy and collect special assessments whenever it is necessary to do so

in order to meet increased operating or maintenance expenses, or because of emergencies, or as provided for in the Condominium Declaration.

(f) To collect delinquent assessments and late charges or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws. To collect interest at the rate provided for in the Condominium Declaration in connection with unpaid assessments, together with all expenses, including attorneys' fees incurred. The Board of Directors shall have the duty, right, power and authority to prohibit use of the condominium unit by the owner thereof, his guests, tenants, lessees and invitees in the event that any assessment made remains unpaid more than thirty (30) days from the due date for payment thereof.

(g) To protect and defend in the name of the Association any part or all of the condominium project from loss and damage by suit or otherwise.

(h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these By-Laws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary and give security therefore. Such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements.

(i) To enter into contracts to carry out their duties and powers.

(j) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable.

(k) To make repairs, additions, alterations, and improvements to the general common elements consistent with managing the condominium project in a first-class manner and consistent with the Condominium Declaration and the best interests of the unit owners.

(l) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners, and to cause a complete audit of the books and accounts by a certified or public accountant once each year.

(m) To prepare and deliver annually to each owner a statement showing receipts, expenses or disbursements since the last such statement.

(n) To meet at least once a year.

(o) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.

(p) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of this condominium property.

(q) To control and manage the use of all parking areas.

(r) To employ for the Association a managing agent who shall have an exercise all of those powers granted to the Board of Directors by the Declaration and By-Laws which may be delegated from time to time to such managing agent by the Board of Directors.

4. No Waiver of Rights: The omission or failure of the Association or any condominium unit owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Condominium Declaration, the By Laws or the house rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of Directors or the managing agent shall have the right to enforce the same thereafter.

5. Election and Term of Office: At the first meeting of the Association the term of office of all of the Directors shall be fixed for one year. Provided there are three (3) Directors, then at the expiration of the initial term of office of each respective Director, the term of office of one Director shall be fixed for three years; the term of office of one Director shall be fixed for two years; and the term of office of one Director shall be fixed for one year. At the expiration of the initial term of office of each respective Director, he shall serve until a successor has been elected.

6. Vacancies: Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute

less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

7. Removal of Directors: Subject to the Articles of Incorporation of the Association, at any regular or special meeting duly called and convened, any one or more of the Directors may be removed with or without cause by a three-quarters (3/4) majority of the owners present in person or by proxy. Thereupon a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

8. Organization Meeting: The first meeting of a newly elected Board of Directors following the annual meeting of the unit owners shall be held immediately following the annual at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board be present.

9. Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

10. Special Meetings: Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two or more Directors.

11. Waiver of Notice: 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. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be



required and any business may be transacted at such meeting.

12. Board of Directors Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

13. Fidelity Bonds: The Board of Directors may require that all officers and employees of the Association and the Managing Agent handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

14. Compensation: No member of the Board of Directors shall receive any compensation for acting as such, but shall be entitled to reimbursement for any actual out-of-pocket expenses incurred in the performance of his duties.

## ARTICLE V

### FISCAL MANAGEMENT

The provision for fiscal management of the condominium units for and in behalf of all of the unit owners as set forth in the Condominium Declaration shall be supplemented by the following provisions:

1. Accounts: The funds and expenditures of the unit owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, wear or obsolescence.

## ARTICLE VI

### OFFICERS

1. Designation: The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors, and such assistant officers as the Board of Directors shall, from time to time, elect. Such officers need not be members of the Board of Directors, but each shall be owner of a condominium unit in this condominium project, or the declarant or his/its representative and may not be held by the same person. The office of President and Treasurer and/or Secretary may not be combined but the offices of Vice President and Secretary Treasurer may be combined and held by the same person.
2. Election of Officers: The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.
3. Removal of Officers: Upon an affirmative vote of a majority of the members of the Board of Directors or a two-thirds  $\frac{2}{3}$  majority vote of the members, any officer may be removed, either with or without cause. His successor may be elected at any regular meeting of the Board of Directors, or at, any special meeting of the Board called for such person.
4. President: The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any regular or special meetings.
5. Vice President: The Vice President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President or his inability for any reason to exercise such powers and functions or perform such duties.
6. Secretary: The Secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes

of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary and as is provided in the Declaration and the By-Laws.

The Secretary shall compile and keep up to date at the principal office of the Association as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the unit owned by such member and the undivided interest in the general common elements. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7. Treasurer: The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. In the event a managing agent has the responsibility of collecting and disbursing funds, the Treasurer shall review the accounts of the managing agent not less often than once each calendar quarter.

## ARTICLE VII

### INDEMNIFICATION OF OFFICERS, MANAGERS, AND MANAGING AGENT

1. Indemnification: The Association shall indemnify every Director, officer, managing agent, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him or it in connection with any action, suit or proceeding arising out of his or their conduct on behalf of the Association, except that the indemnification shall not apply if the Court determines such person was guilty of gross negligence or willful misconduct. In the event the Court determines such gross negligence or willful misconduct to have occurred, the person shall reimburse the Association for all sums advanced to defend the suit or proceeding. 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 gross negligence or willful misconduct in the performance of his duty as such Director

officer or managing agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director, officer or managing agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article VII shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been a Manager or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration with respect to his individual unit.

2. Other: Contracts or other commitments made by the Board of Directors, officers or the managing agent shall be made as agent for the unit owners, and they shall have no personal responsibility on any such contract or commitment (except as unit owners), and the liability of any unit owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereof as the common interest of each unit owner bears to the aggregate common interest of all of the unit owners, except that any losses incurred because of an inability to collect such proportionate amount of the total liability owned by an owner shall be shared proportionately by the other owners.

## ARTICLE VIII

### AMENDMENTS TO BY-LAWS AND ARTICLES

1. Amendments to By-Laws: These By-Laws may be amended by the Association at an annual meeting or at a duly constituted special meeting for such purpose. The vote of three-quarters (3/4) of the owners present in person or by proxy shall be required for amendment to the By-Laws.

2. Amendments to Articles of Incorporation: The Board of Directors shall adopt a resolution setting forth the proposed amendment to the Articles of Incorporation and directing that it be submitted to a vote at either the annual, or a special, meeting of the members. Written notice setting forth the proposed amendment or amendments shall be given to each member entitled to vote at such meeting in person or by proxy. No amendment prohibited by applicable laws, including but not limited to, federal tax laws, the Colorado Non-profit Corporation Act, or the Colorado Condominium Act, may be adopted. The vote of three-quarters (3/4) of the owners entitled to vote therein shall be required for an amendment to the Articles of Incorporation.

## ARTICLE IX

### MORTGAGES

1. Notice to Association: An owner who mortgages his unit shall notify the Association through the managing agent, if any, or the Secretary of the Board of Directors, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units".
2. Notice of Unpaid Common Assessments: The Board of Directors, whenever so requested in writing by a mortgagee of a condominium unit, shall promptly report any then unpaid common assessment due from, or any other default by, the owner of a mortgaged unit.
3. Notice of Default: The Board of Directors, when giving notice to a unit owner of a default in paying common assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such condominium unit whose name and address has theretofore been furnished to the Board of Directors.
4. Examination of Books: Each unit owner and each mortgagee of a condominium unit shall be permitted to examine the books of account of the condominium at reasonable times, on business days, but not more often than once each month.

## ARTICLE X

### EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND DESIGNATION OF VOTING REPRESENTATIVE

1. Proof of Ownership: Except for those owners who initially purchase condominium units from declarant, any person on becoming an owner of a condominium unit shall furnish to the managing agent or Board of Directors a machine or a certified copy of the recorded instrument vesting that person with an interest or ownership in the condominium unit, which copy shall remain in the files of the Association.
2. Registration of Mailing Address: The owners or several owners of an individual condominium unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications. Such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a condominium unit owner or owners shall

be furnished by such owners to the managing agent of Board of Directors within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the owners of the condominium unit or by such persons as are authorized by law to represent the interest of (all of) the owners thereof.

3. Designation of Voting Representative - Proxy:

If a condominium unit is owned by one person, his right to vote shall be established by the record title thereto. If title to a condominium unit is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote the owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law, provided, however, that within thirty (30) days after such revocation, amendment or termination, the owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this paragraph 3.

4. Delinquency: No owner shall have the right to vote in person or by proxy at an annual or special meeting of the members of the Association who is delinquent in the payment of an assessment made against him.

5. Good Standing to Vote: The requirements herein contained in this Article X shall be first met before an owner of a condominium unit shall be deemed in good standing and entitled to vote at an annual or special meeting of members.

ARTICLE XI

OBLIGATIONS OF THE OWNERS

1. Assessments: All owners shall be obligated to pay the monthly or quarterly assessments imposed by the Association to meet the common expenses. The assessments shall be made pro rata according to percentage or fractional interest in and to the general common elements and shall be due in advance.

2. Notice of Lien or Suit: An owner shall give notice to the Association of every lien or encumbrance upon his condominium unit, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his condominium unit, and such notice shall be given in writing within five (5) days after the owner has knowledge thereof.

3. Maintenance and Repair:

(a) Every owner must perform promptly, at his own expense, all maintenance and repair work within his own unit which, if omitted, would affect the appearance of or the aesthetic integrity of part or all of the condominium project.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures shall be at the owner's expense.

(c) An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants or agents of guests.

4. Mechanic's Lien: Each owner agrees to indemnify and to hold each of the owners harmless from any and all claims of mechanic's lien filed against other condominium units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's condominium unit. In the event such a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, then within ten (10) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to one and one-half times the amount of such claim plus interest for one year together with a sum equal to ten (10%) percent of the amount of such claim but not less than One Hundred Fifty Dollars (\$150.00), which letter sum may be used by the Association for any costs and expenses incurred, including attorney's fees incurred for legal advice and counsel. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees incurred by the Association, shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in the Condominium Declaration. All advancements, payments, costs and expenses, including attorney's fees, incurred by the Association shall be forthwith reimbursed to it by such owner(s), and the owner shall be liable to the Association for the payment of interest at the rate of twelve (12%) percent per annum on all such sums paid or incurred by the Association.

5. General:

(a) Each owner shall comply strictly with the provisions of the recorded Condominium Declaration and these By-Laws and amendments thereto.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this condominium project was built.

6. Use of Units - Internal Changes:

(a) All units shall be utilized only for residential purposes as is provided in the Condominium Declaration.

(b) An owner shall not make structural modifications or alteration to his unit or installations located therein without the written approval of the Board of Directors, and then only in accordance with the applicable provisions of the Condominium Declaration. The Board of Directors shall be notified in writing of the intended modifications through the managing agent, or, if no managing agent is employed, then through the President of the Board of Directors. The Association shall have the obligation to answer an owner's request within thirty (30) days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modifications or alterations.

7. Use of General Common Elements and Limited Common Elements: Each owner may use the general common elements, the limited common elements (except as are reserved to less than all the owners under the Declaration), sidewalks, and other common elements located with the entire condominium project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners, and subject to the rules and regulations contained in these By-Laws and established by the Board of Directors.

8. Right of Entry:

(a) An owner shall and does grant the right of entry to the managing agent or to any other person authorized by the Board of Directors in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical, electrical or utility services which, if not performed, would affect the



use of other units(s); provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of emergency, such right of entry shall be immediate.

9. Rules and Regulations:

(a) The initial rules and regulations, which shall be effective until amended or supplemented by the Board of Directors, are annexed hereto and made a part hereof as Schedule "A".

(b) The Board of Directors reserves the power to establish, make and enforce compliance with such additional reasonable house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time. Copies of such rules and regulations shall be furnished to each unit owner prior to the date when the same shall become effective.

10. Destruction and Obsolescence: Each owner, upon becoming an owner of a condominium unit, thereby grants his power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owner's condominium unit its damage, destruction, or obsolescence, all as is provided in the Condominium Declaration.

ARTICLE XIII

ASSOCIATION - NOT FOR PROFIT

1. Association - Not for Profit: This Association is not organized for profit. No member, member of the Board of Directors, officer 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 operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors, Officer or member; provided, however, always (1) that reasonable compensation may be paid to any member, manager or officer while 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) that any member, manager or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association. Rent receipts received by the Managing Agent shall be deemed the property of the owner of the unit to which it relates, and deposits to the Association bank account shall be deemed only as a convenience to owners.

ARTICLE XIV

MORTGAGEES AS PROXIES

1. Mortgagees as Proxies: Condominium unit owners shall have the right to irrevocably constitute and appoint the beneficiary of a trust deed their true and lawful attorney to vote their unit membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominee any and all rights, privileges and powers that they have as unit owners under the Certificate of Incorporation and By-Laws of this Association or by virtue of the recorded Condominium Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the managing agent or the unit owners to carry out their duties as set forth in the Condominium Declaration. A release of the beneficiary's deed of trust shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve condominium unit owners, as mortgagors, of their duties and obligations as condominium unit owners or to impose upon the beneficiary of the deed of trust the duties and obligations of a unit owner.

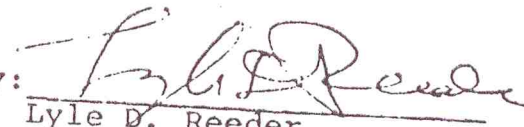
ARTICLE XV

VOTING BY MAIL

The Board of Directors may determine that an election for a member or for members of the Board, for an amendment or amendments to the Articles, or for a proposed plan or dissolution be by votes of members by mail. In the event such election be held by mail for a member of the Board of Directors, it shall require for a valid election an affirmative vote of a majority of the votes members are entitled to cast. Election by mail for a proposed plan, consolidation, or dissolution shall require to be valid the affirmative votes of three-quarters of the votes that members are entitled to cast in such an election.

IN WITNESS WHEREOF, the undersigned initial Board of Directors of Aspen Wild Condominium Association, Inc. have hereunto set their hands this 25 day of August, 1977.

BOARD OF DIRECTORS

By:   
Lyle D. Reeder

The undersigned Secretary of this Association does hereby certify that the above and foregoing By-Laws were duly adopted by the Directors as the By-Laws of said Association on Aug 25, 1977.

(Corporate Seal)

ATTEST:

Karla Sanders  
Karla Sanders, Secretary

SCHEDULE "A"

RULES AND REGULATIONS

1. Any common sidewalks, driveways, entrances, halls, stairways and passageways shall not be obstructed or used by any unit owner for any other purpose than ingress to and egress from the units.
2. Except as to the areas termed limited common elements, no article shall be placed on or in any of the general common elements except for those articles of personal property which are the common property of all of the unit owners.
3. Unit owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, driveways, and entrances as a play area.
4. No work of any kind shall be done upon the exterior building walls or upon the general or limited common elements by any unit owner. Such work is the responsibility of the Association.
5. No owner, resident or lessee shall install wiring for electrical or telephone installations or for any other purpose, nor shall any television or radio antennae, machines or air conditioning units be installed on the exterior of the project, including any part of the balcony, or that protrude through the walls or the roof of the condominium improvements except as may be expressly authorized by the Association.
6. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or occupants of other units.
7. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash and garbage facilities.
8. The balconies, if any, and terraces, decks or patios shall be used only for the purpose intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items. No rugs or other materials shall be dusted from windows, balconies, decks or patios by beating or shaking.

9. NO ANIMALS, RABBITS, LIVESTOCK, FOWL OR POULTRY OR ANY KIND OF HOUSEHOLD PETS SUCH AS DOGS, CATS, BIRDS OR THE LIKE SHALL BE RAISED, BRED OR KEPT IN ANY UNIT OR IN THE COMMON OR LIMITED COMMON ELEMENTS.

10. The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in any common or other storage area.

11. Any damage to the general common elements or common personal property caused by the owner, his family, guests, tenants or lessees, their family and guests shall be repaired at the expense of that unit owner.

12. With the consent of an owner the managing agent, or if there is no managing agent, then the Board of Directors may retain a pass key to each unit. In the event that the owner does not so permit retention of a pass key, the managing agent or, if there be none, the Board of Directors its employees and/or agents may make a forcible entry into such unit when the managing agent or Board of Directors believes that an emergency requiring such entry exists. So long as such entry is made upon a bona fide belief of emergency, the owner shall have no recourse for any such forcible entry against the managing agent or Board of Directors or the person or persons who actually effect such forcible entry.

THE FOREGOING RULES AND REGULATIONS ARE SUBJECT TO AMENDMENT AND TO THE PROMULGATION OF FURTHER REGULATIONS.

The undersigned Secretary of this Association does hereby certify that the above and foregoing Rules and Regulations to the By-Laws were duly adopted by the Directors as the Rules and Regulations to the By-Laws of said Association on 25th day of August, 1977.

BOARD OF DIRECTORS

By: Lyle D. Reeder  
Lyle D. Reeder

ATTEST:

Karla Sanders  
Karla Sanders, Secretary

(Corporate Seal)