

**BYLAWS OF SPINNAKER AT LAKE DILLON
CONDOMINIUM ASSOCIATION, INC.**

ARTICLE I

Object

1.01 Purpose. The purpose for which this non-profit corporation, which is herein referred to as the Association, is formed is to govern the Condominium Project situated in the County of Summit, State of Colorado, known as Spinnaker at Lake Dillon Condominiums and which property has been submitted to the provisions of the Condominium Ownership Act of the State of Colorado by the recorded Declaration.

1.02 Definitions. All terms defined in the Declaration shall have the same meaning herein as such terms have in the Declaration. "Management Agreement" shall mean a contract between the Association and a Management Firm pursuant to which the Board of Managers of the Association has delegated certain of its duties and powers under the Declaration and these Bylaws.

1.03 Owners Subject to Bylaws. All present or future Owners, tenants or any other persons in any manner using the facilities located on the Condominium Project are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any Unit or the mere occupancy of any Unit will signify acceptance of these Bylaws and agreement to comply herewith.

ARTICLE II

Membership, Voting, Majority of Owners,
Quorum, Proxies

2.01 Membership. Any person on becoming an Owner of a Condominium Unit or an Interval Estate (and no others) shall automatically become a member of this Association and be subjected to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit or Interval Estate, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred during the period of such ownership and membership in this Association nor impair any rights or remedies which the Association or others may have against such former Owner.

2.02 Voting. There shall be the following two classes of voting members in the Association, all of whom shall be entitled to vote on all matters.

(a) The Class A members shall be the Owners of the Condominium Units. The Owners of Condominium Units shall be allocated 50 votes for each Condominium Unit owned.

(b) Class B members shall be the Owners of Interval Units. The Interval Owners shall be allocated one vote for each Unit Week comprising their respective Interval Estates.

If Ownership of any Condominium Unit or Interval Estate shall be held of record by two or more Owners, each such co-Owner shall be a member of this Association but such co-Owners of each Condominium Unit and Interval Estate shall cast all votes attributable thereto in the same manner. Cumulative voting, shall be permitted in the election of Managers but for no other purpose.

2.03 Definition of Percentage. As used herein the term "majority in interest of members" shall mean a majority of the votes eligible to vote with respect to any matter in issue and a specified percentage in interest of the Owners shall mean that specified percentage of the votes attributable to all Owners.

2.04 Quorum. Except as otherwise provided herein the presence in person or by proxy of more than 25% in interest of the Owners shall constitute a quorum. An affirmative vote of a majority in interest of the Owners present in person or by proxy shall be required to determine any matter of business, except as otherwise provided in this Declaration.

2.05 Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and must be filed with the Secretary before the appointed time of each meeting.

2.06 Management Firm. So long as any Management Agreement is in effect, the Management Firm shall be entitled to notice of all Association meetings and to attend Association meetings and it may designate such person(s) as it desires to attend such meeting on its behalf.

ARTICLE III Administration

3.01 Association Responsibilities. The Association shall be responsible for administering the Condominium Project through a Board of Managers.

3.02 Place of Meeting. Meetings of the Association shall be held at such place as the Board of Managers may determine.

3.03 Annual Meetings. Thereafter the annual meetings of the Association shall be held on a date selected by the Board of Managers between April 20th and May 20th of each year.

3.04 Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Managers or upon a petition signed by at least 10% in interest of the members presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of seventy-five percent (75%) in interest of the Owners present, either in person or by proxy. Any such meeting shall be held within thirty (30) days after receipt by the Secretary of such resolution or petition.

3.05 Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each member of record at least thirty (30) days but not more than fifty (50) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be deemed notice served.

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

3.07 Order of Business. The order of business at all meetings shall be governed by Roberts Rules of Order.

ARTICLE IV Board of Managers

4.01 Number and Qualification. The affairs of the Association shall be governed by a Board of Managers. The number of managers shall be seven, subject to amendment of the Bylaws and the

limitations contained in the Articles of Incorporation. The members of the Board of Managers shall be elected as provided in Paragraph 4.05 hereof.

4.02 Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first-class residential condominium project. The Board of Managers may do all such acts and things as are not prohibited by law, the Articles of Incorporation, these Bylaws or the Declaration.

4.03 Other Powers and Duties. The Board of Managers shall be empowered and shall have the following duties:

(a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions of the Declaration.

(b) To establish, make and enforce such reasonable rules and regulations as may be necessary or appropriate for the operation, use and occupancy of the Condominium Project, with the right to amend the same from time to time. A copy of such rules and regulations shall be delivered to or mailed to each member promptly upon the adoption thereof.

(c) To keep in good order, condition and repair all of the General and Limited Common Elements and all items of personal property, used in the enjoyment of the Condominium Project.

(d) To insure and keep insured all of the insurable General and Limited Common Elements of the Condominium Project, and all of the Units.

(e) To fix, determine, levy and collect periodically, the Common Assessment and Maintenance Fee to be paid by the members and to adjust, decrease or increase the amount of the Common Assessment and Maintenance Fee and to credit any excess Common Assessment and Maintenance Fee to the next assessment period. All charges for such Common Assessment and Maintenance Fee shall be in statement form and shall set forth the operating budget for the forthcoming year.

(f) To levy and collect Special Assessments whenever in the opinion of the Board of Managers in accordance with the Declaration. All charges for Special Assessments shall be in statement form and shall specifically describe the expenses for which the Special Assessment is charged.

(g) To impose penalties and collect delinquent Common Assessment, Maintenance Fees and Special Assessments by suit or otherwise to enjoin or seek damages from a member as is provided in the Declaration and these Bylaws.

(h) To protect and defend the Condominium Project from loss and damage by suit or otherwise.

(i) To borrow funds to pay for any expenditure or outlay made pursuant to the authority granted by the Declaration and to execute all such instruments evidencing such indebtedness as the Board of Managers may deem appropriate and such indebtedness shall be the several obligation of all of the members in the same proportion as they bear Common Expenses; provided, however, the Board shall not borrow more than \$25,000.00 or cause the Association to be indebted for more than \$25,000.00 at any one time without the prior approval of the members.

(j) To enter into contracts within the scope of its duties and powers.

- (k) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Managers.
- (l) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof pursuant to section 38-33-107, C.R.S. 1973, as amended, or any successor statute, at any convenient weekday business hours, by each of the members and their mortgagees and, upon the affirmative vote of a majority in the interest of the members to cause a complete audit to be made of the books and accounts by a certified public accountant.
- (m) To prepare and deliver annually to each member a budget for the forthcoming year and to issue statements of the respective Owner's accounts with the Association, as provided in the Declaration.
- (n) To designate, employ and remove personnel for the maintenance and operating of the Condominium Project.
- (o) To establish orderly procedures for an impartial hearing upon notice to any member who is alleged to be in default in payment of Common Assessments, Maintenance Fees or Special Assessments, or to have breached the Declaration, Articles of Incorporation, these Bylaws or the Association's rules and regulations.
- (p) In general, to carry on the administration of this Association and to do all things necessary and reasonable in order to govern and operate the Condominium Project.

4.04 Management Firm. The Board of Managers may employ on behalf of the Association a Management Firm to perform such duties and services as the Board of Managers shall authorize, including when appropriate, the performance of duties delegated to the officers of this Association. The duties and services performed by the management firm shall include but not be limited to those enumerated in the management agreement executed annually by the management firm and the Board of Managers on behalf of the Association.

4.05 Election and Term of Office. Managers shall be elected to serve terms of three (3) years and shall hold office until their successors shall be elected. The terms of at least one third of the managers shall expire annually. Managers must be members of the Association and at least one of the Managers shall be a whole owner or their designated representative.

4.06 Vacancies. Except as provided in Paragraph 4.07, vacancies of the Board of Managers resulting from any cause whatsoever shall be filled by decision of the remaining Managers, even though they may constitute less than a quorum.

4.07 Removal of Manager. Except as limited by Paragraph 4.01, at any regular or special meeting duly called, any one or more of Managers elected pursuant to Paragraph 4.05 hereof may be removed, with or without cause, by a majority in interest of the members and a successor may then and there be elected by the members to fill the vacancy thus created. Any Manager whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

4.08 Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Managers, but at least quarterly (one of which may be the annual meeting). Notice of regular meetings of the Board of Managers shall

be given to each Manager, personally or by mail, telephone, telegraph or fax at least seven (7) days prior to the day named for such meeting.

4.09 Annual Meetings. The annual meeting of the Board of Managers shall be held immediately following the annual meeting of members at the same place as such meeting of members is held and no notice shall be necessary to any newly-elected Managers in order to legally constitute such meeting, providing a majority of the whole Board shall be present. The annual budget of Common Expenses and the Maintenance Fee for the following fiscal year shall be approved by the Board of Managers at their regular annual meeting prior to the beginning of the new fiscal year.

4.10 Copy of Budget to be Sent to Members. A copy of the proposed annual budget of Common Expenses, interval owner expenses and the resulting assessments plus special assessments, if any, shall be mailed to the members not less than thirty (30) days prior to the meeting at which the budget will be reviewed. Such budget and notice may accompany the notice of the annual meeting of members.

4.11 Effect of 120% Budget Increase.

(a) If a budget is adopted by the Board of Managers which requires a Common Assessment or a Maintenance Fee exceeding 120% of the Common Assessment or Maintenance Fee for the preceding year, a special meeting of the members shall be held upon written application of 10% in interest of the members, on no less than ten (10) days' written notice to each member, but within thirty (30) days of the delivery of such application to the Board of Managers. At such special meeting the members may consider and revise the budget, pending which meeting no action shall be taken to implement such Common Assessment or Maintenance Fee. Any such revised budget shall be binding upon the Association, the Board of Managers and the Management Firm.

(b) In determining whether such 120% excess exists, there shall be excluded in the computation any provision for: (i) anticipated expenses or reserves not expected to be incurred on a recurring basis and (ii) amounts allocated for improvements to the Condominium Project.

4.12 Treasurer to Mail Notice of Assessment. After determination of the amount of the Common Assessment and Maintenance Fee for the forthcoming year, the Treasurer shall mail or present to each member a statement of said such member's Common Assessment or Maintenance Fee. All Common Assessments and Maintenance Fees shall be payable to the Treasurer or at his request to the Management Company and, upon request, said Treasurer shall give a receipt for each payment made to him.

4.13 Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) days' written notice to each Manager, 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 Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Managers.

4.14 Waiver of Notice. Before or at any meeting of the Board of Managers any Manager may waive notice of such meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.15 Board of Managers Quorum. Except as otherwise provided herein, at all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board of Managers, 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.

4.16 Fidelity Bonds. The Board of Managers may require that any officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.17 The Management Firm. The Management Firm, if any, shall be entitled to notice of all Board of Managers meetings and may designate such person(s) as it desires to attend such meetings.

ARTICLE V Officers

5.01 Designation. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be members of the Association and shall be elected by the Board of Managers and the President shall be a member of the Board of Managers. The Board of Managers may, from time to time, establish assistant officer positions to be appointed by the Board. Such persons need not be members of the Association.

5.02 Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at its annual meeting and shall hold office at the pleasure of the Board. One person may not hold concurrently more than one office.

5.03 Resignation and Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Managers or at any special meeting of the Board called for such purpose. Any officer may resign at any time by giving written notice to the 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.

5.04 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members of the Association and of the Board of Managers. He shall have all of the general powers and duties which are customarily vested in the office of president of a non-profit corporation, including but not limited to, the power to appoint committees from among the members 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 of Managers or by the members of the Association at any regular or special meetings. He shall cause orders and decisions of the Board of Managers to be implemented and shall sign all leases, contracts, negotiable instruments, mortgages, deeds and other written instruments on behalf of the Association.

5.05 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 during his inability for any reason to exercise such powers and functions or perform such duties.

5.06 Secretary. The Secretary shall keep all the minutes of the meetings of the Board of Managers and the minutes of all meetings of the Board of Managers and the minutes of all meetings of the Association; have charge of such books and papers as the Board of Managers may direct; serve notice of meetings of the Board of Managers and the members; and in general, perform all the duties customarily incident to the office of secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their last known addresses, 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 Condominium Unit owned by such member or, in the case of an Interval Owner, the Unit Week No. and Interval Unit of such Interval Owner.

5.07 Treasurer. The Treasurer shall have responsibility for all Association funds; shall disburse such funds as directed by the Board of Managers; shall be responsible for keeping full and accurate accounts of all receipts and disbursements; shall deposit all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Managers; shall cause an audit of the Association's books and accounts to be made when directed to do so pursuant to subparagraph 4.03(1) hereof; shall prepare an annual budget and a statement of income and expenditures for the previous fiscal year to be presented to the membership at its regular annual meeting and deliver a copy of each to the members; and shall pay all debts and obligations of the Association before the same shall become delinquent.

ARTICLE VI Indemnification

6.01 Indemnification of Managers, Officers and Management Firm. The Association shall indemnify every manager, officer, managing agent (including the Management Firm) their respective successors, personal representatives and heirs ("Indemnitees"), against all loss, costs and expenses, including counsel fees, reasonably incurred by indemnitees in connection with any action, suit or proceeding to which indemnitees may be made a party by reason of being or having been a manager, officer or managing agent of the Association, except as to matters as to which any such indemnitees shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement of any such claim, 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 such duties as such manager, officer, managing agent and the foregoing rights shall not be exclusive of other rights to which such indemnitee 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 shall be a Common Expense.

ARTICLE VII Amendments to Bylaws

7.01 Bylaws. These Bylaws may be amended by the Board of Managers at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by a majority of the Board of Managers holding office. No such amendment shall change any provision required by the laws of the State of Colorado or the Declaration to be in the Bylaws. The notice of said meeting shall specify the nature of any proposed amendment or amendments.

ARTICLE VIII
Mortgages

8.01 **Notice to Association.** A member who mortgages his Condominium Unit or Interval Estate shall notify the Association in writing through the Management Firm, if any, or the President or a member of the Board of Managers, giving the name and address of his mortgagee. The Association shall maintain a permanent record of such information.

8.02 **Statement of Common Assessments, Maintenance Fees and Special Assessments.** Upon receipt of a written request of a member or a mortgagee of a Condominium Unit or Interval Estate and on payment of a reasonable fee, established by the Board of Managers, the Treasurer shall deliver personally or by certified mail, first class postage guaranteed, return receipt to the Association's registered agent, a statement setting forth the amount of unpaid assessments currently levied against such member's or mortgagee's unit. The statement shall be furnished within fourteen (14) business days after receipt of the request and is binding on the Association, the Board of Managers and every unit owner. If no statement is furnished to a member or mortgagee of a Condominium Unit or Interval Estate in the manner stipulated above, then the Association shall have no right to assert a priority lien upon the unit for unpaid assessments that were due as of the date of the request.

ARTICLE IX
Proof of Ownership and Registration of Addresses

9.01 **Proof of Ownership.** Except for those Owners who initially purchase a Condominium Unit or Interval Estate from Declarant, any person on becoming an Owner shall furnish to the Management Firm or Board of Managers a photocopy or a certified copy of the recorded instrument vesting in that person an interest or ownership, which instrument shall remain in the files of the Association. A member shall not be deemed to be in good standing nor entitled to vote at any annual or at a special meeting of members unless said requirement is first met.

9.02 **Registration of Owner's Addresses.** Concurrent Owners of any Condominium Unit or Interval Estate shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications and such registered address shall be the only mailing address of such person to be used by the Association. Such registered address shall be furnished by such Owners to the Secretary within five (5) days after transfer of title or after a change of address and such registration shall be in written form and signed by all of such Owners.

9.03 **Association Address.** The address of the Association shall be designated by the Board of Managers at its first meeting of the Board and notice thereof shall be given to all Owners and First Mortgagees.

ARTICLE X
Recreational Facilities

10.01 **Major Facilities.** The major recreational facilities available for use by the Owners, their guests and lessees, shall consist of the swimming pool, jacuzzi, sauna and deck area.

10.02 **Use.** The use of the recreational facilities shall be subject to the provisions set forth in the Declaration, the Articles, Bylaws and Rules and Regulations of the Association.

10.03 Fees. Fees for the use of the Recreational Facilities by occupants of Units are included in the Common Assessment and Maintenance Fee, however, the Association may make an additional charge for other persons or special programs.

ARTICLE XI
Obligations of Owners

11.01 Common Assessments; Maintenance Fees; Special Assessments. All Owners shall be obligated to pay the Common Assessments, Maintenance Fees and Special Assessments imposed by the Association to meet the Common Expenses. The Common Assessments and Maintenance Fees shall be allocated among all Owners as provided in the Declaration. The Common Assessments and Maintenance Fees shall be payable in advance, no less frequently than in quarterly or semi annual installments as provided in the Declaration. However, the Board may require such Assessments to be paid at more frequent intervals by an amendment to these Bylaws.

A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members within the meaning of these Bylaws, if and only if he shall have fully paid all Common Assessments, Maintenance Fees and Special Assessments made or levied against him and his Condominium Unit or Interval Estate. Any Common Assessment, Maintenance Fees or Special Assessment shall be delinquent if not paid within forty-five (45) days after the due date thereof and the same shall bear interest at the rate set forth in the Condominium Declarations, section 26.1 after the delinquency reaches ninety (90) days. The Association may sue the Owners personally obligated to pay the same or foreclose its lien against such Owner's Condominium Unit or Interval Estate. costs and reasonable attorney's fees incurred by the Association in any such action shall be included in the judgment therein. No Owner may waive or otherwise escape liability for Common Assessments, Maintenance Fees or Special Assessments by non-use of his Condominium or Interval Unit, or the General Common Elements.

11.02 Right of Entry. An Owner shall and does grant the right of entry to the Association, to access to his Unit as provided in the Declaration.

11.03 Rules and Regulations. Each member and his family members, guests, tenants and invitees shall strictly comply with all rules and regulations from time to time adopted by the Association and shall be subject to such consequences for breach thereof as are provided by the Association and in the Declaration.

ARTICLE XII
Compliance

12.01 Compliance With Colorado Condominium Ownership Act. These Bylaws are set forth to comply with the requirements of the Colorado Condominium Ownership Act. If any of these Bylaws conflict with the provisions of said statute, the provisions of the statute will govern and control.

ARTICLE XIII
Character of Association; Fiscal Year

13.01 Character of Association. This Association is not organized for profit. No member, member of the Board of Managers, officer or person for whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operating thereof and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to be distributed to or inure to the benefit of any member of the Board of Managers, officer or member; provided, however, (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 actually 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.

13.02 Fiscal Year. The fiscal year of the Association shall be April 1 through March 31, however, the Board of Managers may change to a different fiscal year in accordance with the Internal Revenue Code should the Board of Managers deem it advisable.

ARTICLE XIV
Conveyances and Encumbrances

14.01 Conveyances and Encumbrances. Association property may be conveyed or encumbered by authority of the Board of Managers in accordance with the Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this

22ND day of NOVEMBER, 1994.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Secretary of the corporation does hereby certify that the above and foregoing Bylaws were duly adopted by the Managers of said corporation as the Bylaws of said corporation on this 22ND day of NOVEMBER, 1994 and that they do now constitute the Bylaws of said corporation.



[Signature]
Secretary