

**AMENDED AND RESTATED BYLAWS
OF
MINTURN TOWNE HOMES OWNERS ASSOCIATION, INC.
A Colorado non-profit corporation**

THESE Amended and Restated Bylaws of Minturn Towne Homes Owners Association, Inc. are made effective this 16th day of May, 2008.

RECITALS

WHEREAS, the Minturn Towne Homes Owners Association, Inc., a Colorado nonprofit corporation ("Association"), desires to amend and restate the Bylaws of Minturn Towne Homes Owners Association, Inc. established in 2004 (hereinafter the "Original Bylaws") as stated herein to comply with the recent revisions to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et seq.* (the "Act");

WHEREAS, the provisions set forth in these Amended and Restated Bylaws supersede and replace the provisions set forth in the Original Bylaws; and

WHEREAS, these Amended and Restated Bylaws were approved by a quorum of the Executive Board pursuant to Section 7.1 of the Original Bylaws and were approved after the establishment of a quorum in accordance with the Original Bylaws and the votes cast by the general members favoring the action exceeded the votes opposing the action pursuant to the Colorado Revised Nonprofit Corporation Act.

NOW THEREFORE, the Amended and Restated Bylaws of the Association are hereby amended and restated below as follows:

**ARTICLE 1
OFFICES**

The Minturn Towne Homes Owners Association, Inc. (the "Association") is a Colorado non-profit corporation, with its principal office located at 3950 Fall Line Drive #17, Vail, CO 81657 and mailing address of PO Box 522, Vail, CO 81658. The Association may also have other offices and may carry on its purposes at such other places within and outside the State of Colorado as the Executive Board may from time to time determine.

**ARTICLE 2
DEFINITIONS AND ASSENT**

Section 2.1 Definitions. The definitions contained in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Minturn Towne Homes ("Declaration"), as amended from time to time and recorded in the office of the Clerk and Recorder of Eagle County, Colorado, shall apply to these Bylaws, and all capitalized terms not otherwise defined in these Bylaws shall have the same meaning as defined terms used in the

Declaration or the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et seq.* (the "Act").

Section 2.2 Assent. All present or future Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of the Property as legally described in the Declaration in any manner are subject to the Governing Documents, including these Bylaws. The acquisition, rental or occupancy of any of the Units shall constitute acceptance and ratification of these Bylaws and shall signify that they will be complied with by such person or entity.

ARTICLE 3 MEMBERSHIP, VOTING, QUORUM AND PROXIES

Section 3.1 Membership and Voting.

3.1.1. *General*. The Association shall be a membership corporation without certificates or shares of stock. The Association shall have one (1) class of voting membership consisting of all Owners, and, except as otherwise provided for in the Declaration or Articles of Incorporation, shall be entitled to vote in Association matters based on the Allocated Interest in the Common Elements as provided in the Declaration. The vote for each such Unit shall be exercised by the Owner or an authorized person (who may be a tenant of the Owner) appointed by proxy in accordance with these Bylaws and the Colorado Revised Nonprofit Corporation Act, C.R.S. § 7-121-101 *et seq.*

3.1.2. *Ownership by Entity or more than One Owner*. Should the Owner not be a natural person (i.e., an estate or trust, corporation, partnership, limited liability company, or other entity), a natural person shall be appointed as the authorized representative of the Owner and the Owner may only vote through the authorized representative. The authorized representative may be elected to the Executive Board. When more than one person holds an interest in any Unit, all such persons shall be Members of the Association; however, one owner shall be designated with the voting authority by proxy as the voting member. In the absence of a proxy, the vote allocated to the Residential Unit shall be suspended in the event more than one person or entity seeks to exercise the right to vote on any one matter.

3.1.3. *Notice to Secretary*. The assignment of voting right by proxy or authorization of a person to vote as provided herein, shall be furnished to the Secretary of the Association prior to any meeting in which the voting right is exercised. In no event shall more than one vote be cast with respect to any one Unit.

3.1.4. *Cessation of Ownership*. Membership shall terminate automatically, without any Association action, whenever an Owner ceases to own a Unit. Termination of membership shall not relieve or release any former Owner from any liability or obligation incurred by virtue of, or in any way connected with, ownership of a Unit, or impair any rights or remedies which the Association or others may have against such former Owner arising out of, or in any way connected with, such membership.

Section 3.2 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of twenty-five percent (25%) of the votes entitled to be cast at such meeting shall constitute a quorum.

Section 3.3 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. All proxies must be in writing and may be either general with an expiration date not to exceed twelve (12) months or be specific for a particular meeting. A proxy holder need not be an Owner.

Section 3.4 Majority Vote. Unless a different percentage is required by law, the Declaration, the Articles of Incorporation, or these Bylaws, the affirmative vote of more than fifty percent (50%) of the votes represented at a meeting duly called and convened at which a quorum is present shall be sufficient to adopt decisions binding on all Members.

ARTICLE 4 MEETINGS

Section 4.1 Annual Meeting. There shall be an annual meeting of the Members held at least once each year. The annual meeting shall be held at a time and date designated by the Executive Board in each calendar year for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

Section 4.2 Special Meeting. Special meetings of the Members for any purpose other than those regulated by statute may be called by the President, by a majority of the Executive Board, or by petition of Owners having twenty percent (20%) of the votes in the Association.

Section 4.3 Notice of Meetings.

4.3.1. *Written Notice*. Not less than ten (10) nor more than fifty (50) days in advance of any meeting of the Unit Owners, the President or the Secretary shall cause notice to be hand-delivered or sent postage prepaid by United States mail to the mailing address of each Unit or to any other mailing address appearing in the records of the Association as designated in writing by the Unit Owner. The notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove an officer or member of the Executive Board. The certificate by the President or Secretary that notice was duly given shall be prima facie evidence thereof.

4.3.2. *Physical Posting of Notice*. The notice of any meeting shall be physically posted in a conspicuous place on the Property, to the extent such posting is feasible and practicable. The posting shall be in addition to any other notice as provided herein.

4.3.3. *Electronic Posting or Electronic Mail Notices*. In addition to printed form, if electronic means are available and practicable, all notices and agendas required by this article shall also be given in electronic form, by posting on a website or otherwise. If such electronic means are available, the association shall provide notice of all regular and special

meetings of unit owners by electronic mail to all unit owners who so request and who furnish the association with their electronic mail addresses.

4.3.4. *Members entitled to Notice.* The Executive Board may set a record date for determination of Members entitled to notice of and to vote at a meeting. If no such record date is set by the Executive Board, the date of mailing of the written notice of meeting shall for all purposes be deemed the record date for such meeting.

Section 4.4 Adjourned Meetings. If, at the time and place of meeting, a quorum is lacking, the chairman of the meeting, or the Members holding a majority of the votes present in person or by proxy, may adjourn the meeting from time to time until a quorum exists. At any adjourned meeting at which a quorum exists, any business may be transacted which might have been transacted at the original meeting.

Section 4.5 Waiver of Notice. Any Member may at any time waive any notice required to be given under these Bylaws, by statute or otherwise. The presence of a Member in person at any meeting of the members shall constitute a waiver, unless such presence is for the express purpose of objecting to the meeting for the reason that it was not lawfully called.

Section 4.6 Place of Meetings. The place for annual and special meetings shall be at the place designated by the Executive Board.

Section 4.7 Election of Directors. In the election of Directors by Owners, each Member shall have the right to vote the percentage of votes to which he is entitled for as many Directors as there are to be elected, and for whose election he is entitled to vote. Cumulative voting shall not be allowed.

Section 4.8 Secret Ballots for Election of Directors and Other Matters. Votes for positions on the Executive Board shall be taken by secret ballot for contested elections. A vote on any other matter affecting the common interest community on which all unit owners are entitled to vote shall be by secret ballot at the Board's discretion or if requested by twenty percent (20%) of Owners present at the meeting or represented by proxy. The secret ballots shall be counted by a neutral third party or committee of volunteer Owners who are not Board members and, in case of contested elections, candidates. The results of the vote shall be reported without reference to names, addresses, or other identifying information.

Section 4.9 Action of Members Without a Meeting. Any action required to be taken or which may be taken at a meeting of the Members may be taken without a meeting and by mail if authorized by a resolution of the Board of Directors. In the event that the Board submits a matter to vote without a meeting, the Secretary shall cause notice to be delivered as provided for notice of meetings with an explanation of the matter to be voted upon, a form of resolution approved by the Board, and a ballot to each Owner at the address shown upon the records of the Association. The notice shall state a date, not less than fifteen (15) nor more than forty (40) days from the date of mailing, by which the ballot must be returned to the Secretary and shall state the address to which the ballots shall be returned. Votes received after that date shall not be effective. Within five (5) days of the return date specified in the notice, the Secretary, in the

presence of at least two members of the Board of Directors, shall open and count the ballots and shall certify the results of the vote in a notice to the Board and the members of the Association.

Section 4.10 Order of Business. The order of business at all meetings of Members shall be as follows:

- 4.10.1. Roll call;
- 4.10.2. Statement of compliance with procedures for notice of meeting or waiver of notice;
- 4.10.3. Reading of minutes of preceding meeting;
- 4.10.4. Reports of officers;
- 4.10.5. Reports of committees;
- 4.10.6. Election of Directors (annual meetings only);
- 4.10.7. Unfinished business; New business; and
- 4.10.8. Adjournment.

Section 4.11 Rules of Meetings. The Executive Board may prescribe reasonable rules for the conduct of all meetings of the Executive Board and Members and in the absence of such rules, Robert's Rules of Order shall be used.

Section 4.12 Right to Attend. All meetings of the Association and Board of Directors are open to every Unit Owner of the Association, or to any person designated by a Unit Owner in writing as the Unit Owner's representative. At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, Unit Owners or their designated representatives shall be permitted to speak regarding the issue. The Board may place reasonable time restrictions on persons speaking during the meeting. If more than one person desires to address an issue and there are opposing views on that issue, the Board shall provide for a reasonable number of persons to speak on each side of the issue. An executive or closed door session may be held in the manner and on matters as provided by the Act.

ARTICLE 5 BOARD OF DIRECTORS

Section 5.1 Association Responsibilities. The Owners will constitute the Association, who will have the responsibility of governing the Property through a Board of Directors ("Board" or "Executive Board"). Determinations of the Executive Board shall be binding on all such Owners, subject to the right of Owners to seek other remedies provided by law after such determination by the Executive Board.

Section 5.2 Number and Initial Board. The affairs of this Association shall be managed by a Board of not less than three (3) and no more than five (5) Directors who shall be Members of the Association or the representatives of Members as provided in Section 3.1 above. The number of the Executive Board shall be established from time to time by amendment to these Bylaws. The current number of members of the Executive Board shall be three (3).

Section 5.3 Term of Office of Directors. The terms of office of the Directors on the initial Executive Board shall be staggered as follows:

- (a) The term of office of the first elected Director shall expire at the next annual meeting after the one in which he/she was elected.
- (b) The term of office of the second elected Director shall expire at the second annual meeting after the one in which he/she was elected.
- (c) The term of office of the third elected Director shall expire at the third annual meeting after the one in which he/she was elected.

Except for the first three Directors elected to the Executive Board, every Director appointed or elected to the Executive Board shall serve a term of two (2) years. At the expiration of the term of office of each respective Director, a successor shall be elected. The same person can hold consecutive terms and may be re-affirmed into office for a consecutive year by a vote. Each Director shall hold office until such Director's successor is elected by the Association and qualified.

Section 5.4 Removal of Directors; Vacancies. Directors may be removed and vacancies on the Executive Board may be filled as follows:

5.4.1. By the Members. Any Director may be removed, with or without cause, at any regular or special meeting of the Members by a vote of sixty-seven percent (67%) of the Members entitled to vote where a quorum is present. A Director whose removal is proposed by the Members shall be given notice of the proposed removal at least ten (10) days prior to the date of such meeting and shall be given an opportunity to be heard at such meeting. A successor to any Director removed may be elected at such meeting to fill the vacancy created by removal of the Director.

5.4.2. By the Executive Board. Any Director who has six (6) consecutive unexcused absences from Executive Board meetings or who is delinquent in the payment of any Assessment for more than one hundred twenty (120) days may be removed by a majority vote of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Executive Board.

5.4.3. Death, disability, resignation, or removal. In the event of the death, disability, resignation or removal by the Executive Board, as set forth in this subsection (b), of a Director, the Executive Board may declare a vacancy, and the Executive Board may appoint a successor. Any successor appointed by the Executive Board shall serve for the remainder of the term of the Director replaced.

Section 5.5 Powers and Duties. The Executive Board 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 project. The Executive Board may do all such acts and things as are not by law, the Act, the Articles, these Bylaws or the Declaration either prohibited or directed to be exercised and done by the Owners.

Section 5.6 Other Powers and Duties. The Executive Board shall be empowered and shall have the duties as follows:

5.6.1. to administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration and in the Articles and these Bylaws;

5.6.2. to establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the Units and the Common Area with the right to amend same from time to time. Such rules and regulations may include provisions regarding the exclusion of any and all animals from the Property or the limitation and control thereof. A copy of such rules and regulations shall be delivered or mailed to each Owner promptly upon the adoption thereof;

5.6.3. to keep in good order, condition and repair the Common Elements, and all items of personal property owned by the Association, if any, and used in the enjoyment of the Property;

5.6.4. to obtain and maintain to the extent obtainable all policies of insurance required by the Declaration;

5.6.5. subject to the budgeting procedures contained in the Declaration, to periodically fix, determine, levy and collect the Assessments to be paid by each of the Owners towards the Common Expenses of the Association and to adjust, decrease or increase the amount of the Assessments, refund any excess Assessments to the Owners, credit any excess of Assessments over expenses and cash reserves to the Owners against the next succeeding assessment period, or place any excess Assessments into designated replacement reserves. Subject to restrictions set forth in the Act, to levy and collect Special Assessments in accordance with the provisions of the Declaration, 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. All Special Assessments shall be in statement form and shall set forth in detail the various expenses for which the Assessments are being made;

5.6.6. to impose penalties and collect delinquent Assessments by suit or otherwise, to collect costs and reasonable attorney's fees, and to enjoin or seek damages from an Owner as is provided in the Declaration;

5.6.7. to protect and defend the Property from loss and damage by suit or otherwise;

5.6.8. subject to restrictions set forth in the Act, to borrow funds and to give security therefor in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration or these Bylaws and to execute all such instruments evidencing such indebtedness as the Executive Board may deem necessary or desirable. Any such indebtedness shall be the obligation of the Unit Owner only in the same proportion as their Allocated Interests;

5.6.9. to enter into contracts within the scope of their duties and powers;

5.6.10. to establish bank accounts which are interest-bearing or non-interest bearing, as may be deemed advisable by the Executive Board;

5.6.11. to keep and maintain detailed, full and accurate books and records showing in chronological order all of the receipts, expenses or disbursements pursuant to appropriate specificity and itemization and to permit inspection thereof as is provided in the Declaration and these Bylaws and, upon the vote of Owners representing the Owners of one-third of the Units, to cause a complete audit to be made of the books and records by a competent certified public accountant;

5.6.12. to designate and remove the personnel necessary for the operation, maintenance, repair and replacement of the Common Area and the Exterior Maintenance Area;

5.6.13. to suspend the voting rights of an Owner for failure to comply with these Bylaws or the rules and regulations of the Association or with any other obligations of the Owners pursuant to the Declaration;

5.6.14. to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal with and in, real, personal and mixed property of all kinds, and any right or interest therein, for any purpose of the Association, subject to the Declaration of the Association;

5.6.15. in general, to carry on the administration of the Association and to do all of those things necessary and/or desirable in order to carry out the governing and operating of the Property and to perform all other acts permitted under the Act.

Section 5.7 Manager. The Executive Board may employ for the Association a Manager (at a compensation established by the Executive Board) to perform such duties and services as it shall authorize. The Executive Board may delegate any of the powers and duties granted to it but, notwithstanding such delegation, shall not be relieved of its responsibility under the Declaration, the Articles or these Bylaws.

Section 5.8 Regular Meetings. Regular meetings of the Executive Board 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 two (2) meetings shall be held each fiscal year. Notice of regular meetings of the Executive Board shall be given to each Director and Owner personally, by mail, or by electronic mail, at least three (3) business days prior to the day named for such meeting. Agendas for

regular meetings of the Executive Board shall be made reasonably available for examination by all Owners or their designated representatives.

Section 5.9 Special Meetings. Special meetings of the Executive Board may be called by the President, on his own initiative, on three (3) days' notice to each Director and Owner, given personally, by mail, or by electronic mail, which notice shall set forth the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on receipt of a written request to call such a special meeting from at least two (2) Directors.

Section 5.10 Waiver of Notice. Before or at any meeting of the Executive Board, 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 Executive Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

Section 5.11 Executive Board's Quorum. At all meetings of the Executive Board, two out of three of the Directors shall constitute a quorum for the transaction of business, or, if more Directors are on the Board, a majority of the number of Directors shall constitute a quorum. The acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Executive Board. If at any meeting of the Executive Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time for periods of no longer than one (1) week until a quorum is obtained or until a conclusion can be reached. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 5.12 Compensation. The members of the Executive Board shall serve without salary or compensation. The Executive Board may employ professional consultants for the Association at a compensation established by the Executive Board. Insurance may be maintained by the Association to protect against dishonest acts on the part of its Directors, officers, trustees, employees, managers and on the part of all others who handle or are responsible for handling the funds belonging to or administered by the Association in an amount not less than what would constitute two quarters' current assessments plus reserves as calculated from the current budget of the Association.

Section 5.13 Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as the unanimous vote of the Directors.

Section 5.14 Teleconference Meetings. Any regular or special meeting of the Executive Board may be conducted by teleconference, followed by minutes of such meeting, which shall be distributed to each Director. Any person may participate by teleconference and such participation shall constitute presence in person at the meeting.

Section 5.15 Executive Board Committees. The Executive Board may by resolution provide for such standing or special committees as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be delegated to it by the Executive Board. Vacancies in such committees shall be filled by the Executive Board or as the Executive Board may provide.

Section 5.16 Conflicts of Interest.

5.16.1. DEFINITIONS.

5.16.1.1. "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.

5.16.1.2. "Director" means a member of the Association's Executive Board.

5.16.1.3. "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

5.16.2. POLICY.

5.16.2.1. Loans. No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

5.16.2.2. Any conflicting interest transaction on the part of any Director or party related to a Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter.

5.16.2.3. No conflicting interest transaction shall be void, voidable, or be enjoined by an Owner or on behalf of the Association if:

(i) The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;

(ii) The facts about the conflicting interest transaction are disclosed or the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or

(iii) The conflicting interest transaction is fair to the Association.

5.16.2.4. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Executive Board or of a committee that authorizes, approves or ratifies the conflicting interest transaction.

ARTICLE 6 OFFICERS

Section 6.1 General. The officers of the Association (who shall be elected from among the members of the Executive Board) shall be a President, a Secretary, and a Treasurer. The officers shall be elected by an affirmative vote of a majority of the members of the Executive Board. The terms shall be one-year terms and officers shall be elected annually by the Executive Board. The Executive Board may elect such other officers, assistant officers, committees and agents, including Vice President, Assistant Secretaries and Assistant Treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Executive Board. One person may simultaneously hold more than one office. In all cases where the duties of any officer, agent or employee are not prescribed by the Bylaws or by the Executive Board, such officer, agent or employee shall follow the orders and instructions of the President.

Section 6.2 Resignation and Removal of Officers. An officer may resign at any time by giving written notice of resignation to the Association. The Board may remove any officer at any time, either with or without cause, upon an affirmative vote of a majority of the members of the Executive Board, and his successor elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for such purpose.

Section 6.3 Vacancies. A vacancy in any office, however occurring, may be filled by an affirmative vote of a majority of the members of the Executive Board for the unexpired portion of the term.

Section 6.4 President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Executive Board. He shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents and employees. The President has the authority to prepare, execute, certify and record documents reflecting amendment to the Declaration which is properly amended pursuant to the provisions of the Declaration.

Section 6.5 Vice Presidents. The Vice Presidents, if any, shall assist the President and shall perform such duties as may be assigned to them by the President or by the Executive Board. In the absence of the President, the Vice President elected by the Executive Board shall have the powers and perform the duties of the President.

Section 6.6 Secretary. The Secretary shall keep the minutes of the proceedings of the Members and the Executive Board. He shall see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration and as required by law. He shall be

custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Executive Board. He shall keep at its registered office or principal place of business within or outside Colorado a record containing the names and registered addresses of all Members, the designation of the Residential Unit owned by each Member, and, if such Residential Unit is mortgaged, the name and address of each Mortgagee. He shall, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Executive Board. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

Section 6.7 Treasurer. The duties of a Treasurer may be assigned by the Board to an accountant or bookkeeper in lieu of electing a Treasurer. If elected, the Treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the Executive Board. He shall receive and give receipts and acquittances for monies paid in on account of the Association, and shall pay out of the funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity. He shall perform all other duties incident to the office of the Treasurer and, upon request of the Executive Board, shall make such reports to it as may be required at any time. He shall, if required by the Executive Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Executive Board, conditioned upon the faithful performance of this duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Executive Board or the President. The Assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer.

ARTICLE 7 INDEMNIFICATION

Section 7.1 Indemnification. The Association shall indemnify every Board Member, Officer or the Project Manager, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including attorneys' fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Board Member, Officer or the Project Manager, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable of negligence or misconduct. 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 negligence or misconduct in the performance of his duty as such Board Member, Officer or the Project Manager in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Board Member, Officer or Project Manager may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason of 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 herein shall be deemed to obligate the

Association to indemnify any member or owners of a unit who is or has been a Board Member, Officer or Project Manager of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration.

Section 7.2 Other. Contracts or other commitments made by the Board of Managers, an Officer or the Project Manager shall be made as an agent for the Association, and they shall have no personal responsibility on any such contract or commitment.

ARTICLE 8 AMENDMENT OF BYLAWS

Section 8.1 Amendment by the Members. These Bylaws may be amended by the affirmative vote of at least a majority of the votes in the Association present or represented by proxy at any regular or special meeting, provided that a quorum is present at any such meeting. However, notwithstanding the foregoing, no provisions of these Bylaws may be amended by a number of Owners which is less than the number of Owners that is required within that particular provision to take certain action. Amendments may be proposed by the Executive Board or by petition signed by the holders of at least a majority of the votes. A statement of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment will be voted upon.

Section 8.2 Amendment by the Executive Board. These Bylaws may be amended by the unanimous vote of the Executive Board at any regular or special meeting, provided that a quorum is present at such meeting. A statement of any proposed amendment shall accompany the notice of any regular or special Executive Board meeting at which such proposed amendment will be voted upon. No amendment may be adopted by the Executive Board that conflicts with an amendment adopted by the Members. A bylaw that fixes a lesser or greater quorum requirement or a greater voting requirement for Members shall not be amended by the Executive Board.

Section 8.3 Scope of Amendments. These Bylaws may not be amended in a manner inconsistent with the Articles of Incorporation of the Association, the Declaration, or any applicable provision of Colorado law.

ARTICLE 9 GOVERNANCE POLICIES, EDUCATION, AND DISCLOSURES

Section 9.1 Governance Policies. To promote responsible governance in accordance with the Act and public policy, to the extent not covered in the Declaration or these Bylaws, the Association shall:

(a) Maintain accurate and complete accounting records on a cash or modified accrual basis; and

(b) Adopt policies, procedures, and rules and regulations concerning:

- (I) Collection of unpaid assessments;
- (II) Handling of conflicts of interest involving board members;
- (III) Conduct of meetings, which may refer to applicable provisions of the nonprofit code or other recognized rules and principles;
- (IV) Enforcement of covenants and rules, including notice and hearing procedures and the schedule of fines;
- (V) Inspection and copying of association records by unit owners;
- (VI) Investment of reserve funds;
- (VII) Procedures for the adoption and amendment of policies, procedures, and rules; and
- (VIII) Disputes between owners and the association, encouraging alternative dispute resolution.

Section 9.2 Education and Training. As a Common Expense, the Board may authorize reimbursement of members of the Executive Board for their actual and necessary expenses incurred in attending educational meetings and seminars on responsible governance of unit owners' associations specific to Colorado. The Association shall also provide education to Owners, at no cost and on at least an annual basis, as to the general operations of the association and the rights and responsibilities of Owners, the Association, and its Executive Board under Colorado law. The criteria for compliance with this section shall be determined by the Executive Board.

Section 9.3 Availability of Documents and Financial Records.

The Association shall make available for inspection and copying, upon request, during normal business hours or under other reasonable circumstances, to Owners, Mortgagees, and to such authorized agents of any Owner, current copies of the Association Documents, financial records and financial statements of the Association. The Association may charge a reasonable fee for copying such materials. The Association shall maintain such books and records as may be required under the Act.

Section 9.4 Information to be made available.

Within ninety (90) days after the end of each fiscal year, the association shall make the following information available to Unit Owners upon reasonable notice and at no cost to the Owners:

- (a) The date on which its fiscal year commences;
- (b) Its operating budget for the current fiscal year;
- (c) A list, by unit type, of the association's current assessments, including both regular and special assessments;
- (d) Its annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;

- (e) The results of its most recent available financial audit or review;
- (f) A list of all association insurance policies, including, but not limited to, property, general liability, association director and officer professional liability, and fidelity policies. Such list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates of the policies listed.
- (g) All the association's bylaws, articles, and rules and regulations;
- (h) The minutes of the executive board and member meetings for the fiscal year immediately preceding the current annual disclosure;
- (i) The association's responsible governance policies adopted under the Act; and
- (j) A list of the Association's insurance and maintenance responsibilities related to the common elements, limited common elements, units, owners' property, and owners' personal liability within units.

Section 9.5 Method of Disclosure.

The disclosures shall be accomplished by one of the following means: Posting on an internet web page with accompanying notice of the web address via first-class mail or e-mail; the maintenance of a literature table or binder at the association's principal place of business; or mail or personal delivery. The cost of such distribution shall be accounted for as a common expense liability.

ARTICLE 10 CORPORATE SEAL

The Executive Board may provide a suitable corporate seal containing the name of the Association, which seal shall be in the custody and control of the Secretary. The corporate seal shall be circular and shall have inscribed thereon the name of the Association and the word "Colorado" in the circle and the word "Seal" in the middle. If and when so directed by the Executive Board, a duplicate seal may be kept and used by such officer or other person as the Executive Board may name.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Registration of Mailing Address and Voting Member. If a Residential Unit is owned by two (2) or more Owners, such co-owners shall designate one (1) address as the registered address required by the Declaration and shall be the address of the designated "voting member." An Owner or Owners shall notify the Secretary of his or their (a) registered address within five (5) days after any transfer of title or change of address, and (b) "voting member" within five (5) days after any transfer of title or designation thereof. Such notice shall be written

and signed by all of the Owners to which it relates or by such persons authorized to sign on behalf of such Owners.

Section 11.2 Notice to Association. Every Owner shall timely notify the Association of the name and address of any Mortgagee, purchaser, transferee or lessee of his Residential Unit. The Association shall maintain such information at the office of the Association.

Section 11.3 Proof of Ownership. Every person becoming an Owner shall immediately furnish to the Executive Board a photocopy or a certified copy of the recorded instrument vesting in that person such ownership, which instrument shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

Section 11.4 Character of Association. This Association is not organized for profit. No Member, member of the Executive Board, officer or person for whom the Association may receive any property or funds shall receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any of the Executive Board, officers or Members, except upon a dissolution of the Association; provided, however, (1) that reasonable compensation may be paid to any Member, manager, Director, or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any Member, manager, Director, or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

Section 11.5 Fiscal Year. The fiscal year of the Association shall be determined by the Executive Board and shall be subject to change by the Executive Board as necessary.

Section 11.6 Annual Budget. Within ninety (90) days after the adoption of any proposed budget for the Association, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than ten (10) nor more than fifty (50) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners reject the budget via veto, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as a subsequent budget proposed by the Executive Board is ratified. The Executive Board shall adopt a budget and submit the budget to a vote of the Owners as provided herein no less frequently than annually. The Executive Board shall levy, and assess the Association's annual Assessments in accordance with the adopted annual budget, or the budget last ratified as provided herein.

Section 11.7 Captions. The captions and headings in these Bylaws are for convenience only and shall not be considered in construing any provision of these Bylaws.

Section 11.8 Numbers and Genders. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting President and Secretary of Minturn Towne Homes Owners Association, Inc., a Colorado nonprofit corporation; and

That the foregoing Bylaws constitute the original Bylaws of that Association, as duly adopted by written action of the Executive Board and of the Members of that Association, on the 15th day of May, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 16th of May, 2008.

MINTURN TOWNE HOMES OWNERS
ASSOCIATION, INC.

By: Marka Brenner
Marka Brenner, President