

BYLAWS
OF
SPRING VALLEY RANCH
MASTER OWNERS ASSOCIATION

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BYLAWS
OF
SPRING VALLEY RANCH
MASTER OWNERS ASSOCIATION

ARTICLE 1

Purpose

1.1 Association. These are the Bylaws (the "Bylaws") of Spring Valley Ranch Master Owners Association (the "Association") which shall operate under the Colorado Nonprofit Corporation Act, as amended, and the Colorado Common Interest Ownership Act, as amended (the "Act").

1.2 Purpose. The purpose of the Association is to implement the purposes set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for Spring Valley Ranch filed for record on June 3, 2003 in the office of the County Clerk and Recorder of Elbert County, Colorado under Reception No. 435261 (hereinafter referred to as the "Declaration"). Terms which are defined in the Declaration shall have the same meaning herein, unless otherwise defined herein.

1.3 Owners Subject to Bylaws. All present or future Owners and tenants and any other persons who may use or occupy, in any manner, the Common Elements or any Lot within the Property are subject to the terms and provisions of these Bylaws. The mere acquisition or occupancy of a Lot by any person shall constitute the agreement of such person that these Bylaws are accepted, ratified and will be complied with by such person.

1.4 Obligations Assumed. Upon acquisition of title to a Lot, an Owner shall be deemed to have assumed only the obligation to pay assessment installments and other obligations thereafter matured or incurred.

ARTICLE 2

Offices

2.1 Registered Office and Agent. The registered office and agent of the Association in Colorado shall be as designated by the Board from time to time.

ARTICLE 3

Membership, Voting, Majority of Owners, Quorum

3.1 Membership. All Owners of Lots shall be members of the Association upon the acquisition of title to a Lot and shall no longer be members upon conveyance of title to a Lot to a third party. No certificates of stock shall be issued by the Association, but the Board may issue membership cards to the Owners which membership cards shall be surrendered to the Secretary whenever ownership of the Lot designated thereon shall terminate.

3.2 Voting. Except as otherwise provided in the Declaration, all matters coming before any meeting of members shall be decided by a vote of the majority of the votes validly cast at such meeting, provided a quorum is present and decisions so made shall be binding on all Owners. The vote upon any question shall be by ballot whenever requested by any person entitled to vote, but, unless such a request is made, voting may be conducted in any manner prescribed by the person presiding over such meeting, determined pursuant to Section 4.6 hereof.

3.3 Quorum. The presence in person or by proxy of members having thirty percent (30%) or more of the total number of votes entitled to be cast at any meeting shall constitute a quorum.

3.4 Notices to Owners. Any notice required or permitted to be given by the Association to any Owner or any other written communication to any Owner, may be transmitted to such Owner in the manner prescribed by the Declaration, provided notice by mail of Owner Meetings need not be registered or certified.

ARTICLE 4 Meetings

4.1 Place of Meeting. Meetings of the Association shall be held at such time and place as the Board may determine.

4.2 Annual Meetings. The annual meetings of the Association shall be held each year on such date as shall be designated by the Board, provided that such meeting shall occur no later than nine (9) months after the end of the Association's fiscal year except that the first annual meeting shall be called by the initial Board at any time it deems feasible. At any such meeting, the Owners may transact such business as may properly come before the meeting, including the election of members of the Board. Members of the initial Board shall serve at the pleasure of Declarant and shall be terminated pursuant to Article IV of the Articles of Incorporation for the Association, including any amendments thereto (the "Articles"). Thereafter, members of the Board shall be elected by the members at the annual meetings, two of whom shall be elected to a term of one (1) year, and the remaining three (3) of whom shall be elected to a term of two (2) years. Failure to hold any annual meeting of the Owners shall not work a forfeiture of the Articles or dissolution of the corporation.

4.3 Special Meetings. The President may call a special meeting of members of the Association as and when he may determine or as may be requested by resolution of three (3) or more members of the Board or by petition of Owners comprising twenty percent (20%) of the votes of the Association. Any such meeting shall be held within thirty (30) days after receipt by the President of such resolution or petition.

4.4 Notice of Meetings. Written notice of each meeting of the Owners shall be given by or at the direction of the Secretary or other person authorized to call the meeting not less than ten (10) days and not more than sixty (60) days before such meeting. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of said meeting.

4.5 Waiver of Notice. Whenever any notice is required to be given to any Owner under the provisions of any statute or under the provisions of the Declaration, the Articles or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether at or after the time stated therein, shall be equivalent to the giving of such notice.

4.6 Organization. Meetings of the Owners shall be presided over by the President or, if the President is not present, by a Vice President or, if the President or a Vice President is not present, by a chairman pro tempore chosen by a majority of the Owners entitled to vote who are present in person or by proxy at the meeting. The Secretary of the Association, or in his or her absence, an Assistant Secretary, shall act as secretary of the meeting, or if neither the Secretary nor any Assistant Secretary is present, by a secretary pro tempore chosen by a majority of the Owners entitled to vote who are present in person or by proxy at the meeting.

4.7 Adjourned Meetings. If any meeting of Owners cannot be convened because a quorum is not present or if the business of the meeting cannot be concluded, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time for periods of no longer than one week, until a quorum is obtained or until a conclusion can be reached. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, so long as a quorum is present.

4.8 Proxies. The right to vote by proxy shall exist only if the instrument authorizing such proxy to act shall have been personally executed in writing by the Owner. Such proxy shall be filed with the Secretary of the Association prior to the commencement of the meeting. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his or her Lot.

4.9 Action by Owners Without a Meeting. Any action required to be taken or which may be taken at a meeting of the Owners, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Owners entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Owners. A consent shall be sufficient hereunder if it is executed in counterparts, in which event all of such counterparts, taken together, shall constitute one and the same consent.

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

- (a) Roll call;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of minutes;
- (d) Reports of officers;
- (e) Reports of Committees;
- (f) Election of Directors (annual meetings only);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

4.11 Rules at Meetings. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Owners. In the absence of such rules, Robert's Rules of Order shall be used.

ARTICLE 5 Board of Directors

5.1 Association Responsibilities. The Owners shall constitute the Association, which shall have the responsibility of administering the purposes of the Declaration through the Board.

5.2 Number and Qualifications.

(a) The affairs of the Association shall be governed by the Board, which, until termination of the period of Declarant control shall consist of three (3) persons, and following such date shall consist of persons elected from among the Owners. In the case of Declarant or other corporate or partnership Owners, the officers, directors, partners, employees or agents of such entities may be members of the Board. The number of directors may be increased or decreased by amendment of these Bylaws, provided, however, the number of directors shall not be reduced to less than three (3) nor increased to more than ten (10).

(b) The terms of at least one-third (1/3) of the directors not appointed by the Declarant shall expire annually, as established in a resolution of the Owners.

(c) The Declaration shall govern appointment of directors during the period of Declarant control.

(d) The Board shall elect the officers. The directors and officers shall take office upon election.

(e) At any time after Owners, other than the Declarant, are entitled to elect a Director, the Association shall call a meeting and give not less than ten (10) nor more than sixty (60) days notice to the Owners for this purpose. This meeting may be called and the notice given by any Owner if the Association fails to do so.

5.3 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Common Elements. The Board may do all such acts and things as are not prohibited by law, the Articles, these Bylaws, the Declaration, or the Act.

5.4 Specific Powers and Duties. The Board shall have the following powers and duties:

(a) To administer and enforce the covenants, restrictions, conditions, easements, uses, limitations, obligations and other provisions affecting the Property and the Owners, as set forth in the Declaration, the Articles and these Bylaws;

(b) To periodically fix, determine, levy, collect and enforce the assessments to be paid by each of the Owners for the purpose of paying the common expenses of the Association and the costs and expenses of the Association incurred in exercising its powers or in the performance of its functions, and to adjust, decrease or increase the amount of the assessments, refund any excess assessments to the Owners or to credit any excess assessments against any Owner's next maturing assessment installments;

(c) To fix, determine, levy, collect and enforce special assessments whenever in the judgment of the Board it is necessary to do so in order to meet capital expenses or react to emergencies which special assessments shall be imposed by written notice to the Owners, setting forth in detail the specific expenses or the emergency for which such special assessment is made;

(d) To impose penalties and collect delinquent assessments, by suit, foreclosure of the lien or otherwise and to enjoin or seek damages from an Owner, all as are provided in the Declaration, the Articles and these Bylaws;

(e) To keep in good order, condition and repair all of the Common Elements and all items of personal property, if any, used in the maintenance or enjoyment of the Property;

(f) To engage in activities which will actively foster, promote and advance the interests of the Owners;

(g) To obtain and maintain, to the extent available, all policies of insurance required by the Declaration;

(h) To protect and defend the Common Elements from loss and damage, by suit or otherwise;

(i) To acquire (by gift, purchase or otherwise), own, hold, improve, encumber, manage, control, operate, repair, maintain, build upon, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property of the Association in connection with its affairs, subject to the Declaration, the Articles and these Bylaws;

(j) To pay all expenses incurred in connection with the performance of its duties and exercise of its powers and all office, legal, accounting and other expenses incident to the conduct of the business of the Association, specifically including all licenses, taxes, charges, fees, assessments or governmental charges levied or imposed against the Property or the Association;

(k) To borrow funds and to give security therefore in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration, the Articles, these Bylaws, and pursuant to Section 312 of the Act, and to execute all such instruments in evidence of such indebtedness and security as the Board may deem necessary or desirable;

(l) To enter into contracts within the scope of the Association's duties and powers under the Articles and the Declaration and do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in association with any person, firm, association, corporation or other entity or agency, public or private;

(m) To establish bank accounts, either interest bearing or non-interest bearing, as may be deemed advisable by the Board;

(n) To keep and maintain detailed, full and accurate books and records showing, in chronological order, all receipts, expenses and disbursements, with appropriate specificity and itemization and upon the vote of a majority of the Owners, to cause a complete audit to be made of said books and records by a certified public accountant;

(o) At least thirty (30) days prior to each annual meeting of the Association, to prepare and distribute to the members a written, itemized budget of the estimated income and expenses of the Association during the next fiscal year, including reasonable provision for contingencies and to replenish any reserves as may be necessary by reason of disbursements therefrom during the immediately preceding fiscal year;

(p) To supervise all officers, agents and employees of the Association and to assure that their duties are properly performed;

(q) To designate and remove all personnel necessary for the operation, maintenance, repair and replacement of the Common Elements;

(r) To promulgate, publish, implement and enforce rules and regulations and amendments thereto, governing the use of the Common Elements and the facilities thereon, and to govern the personal conduct of the Owners and their guests thereon and to establish and enforce penalties for the infraction thereof;

(s) To suspend the voting rights of an Owner for failure to comply with the Declaration, the Articles, these Bylaws or the rules and regulations of the Association;

(t) To adopt, alter, amend and repeal such of these Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Articles or the Declaration; and

(u) In general, to carry on the administration of the Association and to do all things necessary or desirable to govern and operate the facilities owned by the Association.

5.5 Managing Agent. The Board may engage a managing agent for compensation establishing by the Board to perform such duties and services as the Board shall authorize. The Board may delegate any of the powers and duties granted to it but, notwithstanding such delegation, the Board shall not be relieved of its responsibilities under the Declaration, the Articles or these Bylaws.

5.6 Vacancies. Vacancies in the Board caused by any reason other than the removal of a director by a vote of the Owners shall be filled by the majority vote of the remaining directors, even though they may constitute less than a quorum and each person so elected shall be a director until the expiration of the term of which he was appointed.

5.7 Removal of Directors. At any annual or special meeting of the Owners, any one or more of the directors may be removed, with or without cause, by the vote of a majority of the Owners then entitled to vote at an election of directors and a successor may then and there be elected to fill any vacancy thus created. Any director whose removal is proposed shall be given an opportunity to be heard at such meeting, if he is present.

5.8 Resignations. A director may resign at any time by mailing or delivering written notice of his or her resignation to the Board at the Association's principal office or to the President of the Association. Any such resignation shall take effect at the time specified therein, or if no time be specified, at the time of receipt thereof.

5.9 Organizational Meeting. The first meeting of a newly elected Board shall be held within thirty (30) days after such election, at such place as shall be fixed by the directors at the meeting at which such election occurred and no notice shall be necessary to the newly elected directors in order to convene such meeting, providing a majority of the new Board was present at such election meeting.

5.10 Regular Meetings. Regular meetings of the 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 such meetings shall be held each year. Notice of regular meetings of the Board shall be given to each director at least three (3) days prior to the day fixed for such meeting.

5.11 Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each director, which notice shall set forth the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President on receipt of a written request by at least two (2) directors.

5.12 Notices. All notices to a director required by this Article 5 shall be addressed to such director at his or her residence or usual place of business, if given by mail but may also be given by telephone or by personal delivery. No notice need be given of any adjourned meeting.

5.13 Waiver of Notice. At or before the commencement of any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be equivalent to the giving of such notice and attendance by a director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.14 Quorum of the Board. At all meetings of the Board, 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 constitute the acts of the Board. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time for periods no longer than one week until a quorum is obtained. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, so long as a quorum is present.

5.15 Action by Directors or Committee Without Meeting. Any action required or permitted to be taken at a meeting of the directors or any committee thereof 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 or members of such committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the members of the Board or of such committee, as the case may be. A consent shall be sufficient hereunder if it is executed in counterparts, in which event all of such counterparts, taken together, shall constitute one and the same consent.

5.16 Compensation. The members of the Board shall serve without salary or other compensation.

ARTICLE 6 Committees

6.1 Committees. The Board may appoint committees, as it deems appropriate, to perform its duties and to exercise its powers.

ARTICLE 7
Officers

7.1 Designation. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may also elect an Assistant Secretary, an Assistant Treasurer, or both.

7.2 Election of Officers. All officers, except those elected by a Board whose members are appointed by Declarant, shall be Owners and the President shall be a director. One person may hold concurrently more than one office, except the President shall serve only in that office.

7.3 Term of Office. The officers of the Association shall be elected annually by the Board at the first meeting of each newly elected Board. Officers shall hold office for one year unless he or she shall sooner resign or shall be removed, or otherwise be disqualified to serve.

7.4 Removal of Officers and Other Personnel. Upon an affirmative vote of a majority of the members of the Board, any officer or employee of the Association may be removed, either with or without cause, and his successor may be elected or appointed at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

7.5 Resignation. Any officer or agent of the Association may resign at any time by giving written notice thereof to the Board or to the President of the Association. Any such resignation shall take effect at the time of receipt of such notice or at any later time specified therein and, unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.6 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation, including, but not limited to, the power to appoint committees from among the Owners from time to time as may be deemed appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the Owners at any regular or special meeting.

7.7 Vice President. The Vice President shall have all of the powers and authority and perform all of the functions and duties of the President, in the absence of the President or upon the President's inability for any reason to exercise such powers and functions or perform such duties.

7.8 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Owners; shall have charge of such books and papers such as the Board may direct; and shall in general perform all of the duties incident to the office of Secretary. The Secretary shall compile and keep current at the principal office of the Association, a complete list of Owners and their addresses of their residences as shown on the records of the Association and shall also show opposite each Owners name his or her Percentage Interest. Such list shall be open to inspection by Owners and other persons lawfully entitled to inspect the same during regular business hours. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

7.9 Treasurer. The Treasurer shall have responsibility for Association funds, shall keep the financial records and books of account of the Association and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in the name of and to the credit of the Association in such banks or depositories as may from time to time be designated by the Board. Assistant Treasurers, if any, shall have the same duties and powers, subject to supervision by the Treasurer.

ARTICLE 8
Indemnity of Directors and Officers

8.1 Indemnity. The Association shall indemnify every director and officer and his or her heirs, executors and administrators against all loss, costs, and expense, including counsel fees, reasonably incurred in connection with any action, suit or proceeding to which such person may be made a party by reason of being or having been such director or officer of the Association, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to be guilty of gross negligence or willful misconduct. In the event of settlement, indemnity shall be provided only in connection with such matters covered by such 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 duties as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnity provisions shall be treated and handled by the Association as a common expense. Nothing contained in this Section 8.1 shall, however, be deemed to obligate the Association to indemnify any Owner who is or has been a director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred as an Owner under or by virtue of the Declaration of his ownership of a Lot, as distinguished from his conduct and activities as an officer or director of the Association.

ARTICLE 9
Assessments

- 9.1 Assessments. If any assessment installment is not paid when due, the Association may:
- (a) Bring an action at law against the Owner personally obligated to pay the same; or
 - (b) Foreclose the lien against such Owner's Lot; or
 - (c) Simultaneously maintain such action and foreclosure proceeding; or
 - (d) Take any other action permitted by the Declaration or applicable law.

ARTICLE 10
Miscellaneous

10.1 Fiscal Year. Each fiscal year of the Association shall commence on January 1 and terminate on the following December 31, except that the first fiscal year shall begin on the date of incorporation of the Association. The Board shall have the rights from time to time to select any other year it deems proper.

10.2 Records. The Association shall keep the following records:

- (a) An account for each Lot, which shall designate the name and address of each Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Lot, the amount of each common expense assessments, the dates on which each assessment comes due, the amounts paid on the account and the balance due;
- (b) An account for each Owner showing any other fees payable by the Owner;
- (c) A record of any capital expenditures in excess of Five Hundred Dollars (\$500.00) approved by the Board for the current and next two (2) succeeding fiscal years;
- (d) A record of the amount and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Association for a specific project;

- (e) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;
- (f) The current operating budget adopted pursuant to Section 315(l) of the Act and ratified pursuant to the procedures of Section 303(4) of the Act;
- (g) A record of any unsatisfied judgments against the Association and the existence of any pending suits in which the Association is a defendant;
- (h) A record of insurance coverage provided for the benefit of Owners and the Association;
- (i) A record of any alterations or improvements to Lots or Common Elements which violate any provisions of the Declarations of which the Board has knowledge;
- (j) A record of any violations, with respect to any portion of the Property, of health, safety, fire or building codes or Laws, ordinances, or regulations of which the Board has knowledge;
- (k) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;
- (l) Balance sheets and other records required by local corporate law;
- (m) Tax returns for state and federal income taxation;
- (n) Minutes of proceedings of incorporators, Owners, directors, committees of directors and waivers of notice; and
- (o) A copy of the most current versions of the Declaration, Bylaws, Rules and resolutions of the Board, along with their exhibits and schedules.

10.3 Seal. The Board may adopt a corporate seal of such design, as it may deem appropriate from time to time. Any officer or director of the Association shall have the authority to affix the corporate seal of the Association to any document requiring the same.

10.4 Examination. Any Owner or Mortgagee may inspect the Association's records of receipts and expenditures at convenient weekday business hours. Upon ten (10) days notice to the Board and upon payment of a reasonable fee, not to exceed Fifty Dollars (\$50.00), any Owner, First Mortgagee or prospective Owner or First Mortgagee shall be furnished a statement of such Owner's account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner and any such statement shall be conclusive upon the Association as to any person who requested the same and acts in reliance thereon.

10.5 Waivers of Notice. Whenever any notice is required to be given by law or under the provisions of the Declaration, the Articles or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether at or after the time such notice is required to be given, shall be deemed the equivalent of notice.

10.6 Amendments. These Bylaws may be amended at a regular or special meeting of the Owners, by a vote of a majority of a quorum of Owners present in person or by proxy, provided, however, that these Bylaws shall at all times comply with the provisions of C.R.S. Section 38-33-106, as amended, and provided further, that until the Owner Control Date, all such amendments must first be approved in writing by Declarant.

10.7 Limitation on Amendments. No amendment of the Articles or of these Bylaws shall be contrary to or inconsistent with any provision of the Declaration.

10.8 Document Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws or between the Declaration and the Articles, the Declaration shall control.

10.9 Notice to Association. Every Owner shall timely notify the Association of the name and address of any Mortgagee, purchaser, transferee or lessee of his Lot. The Association shall maintain a record of such information at the office of the Association.

10.10 Proof of Ownership. Except for those Owners who initially purchase a Lot from Declarant, every person becoming an Owner shall immediately furnish to the Board a photocopy of the recorded instrument vesting in that person such ownership, which instrument shall remain in the files of the Association. An Owner shall not be deemed to be in good standing nor shall he be entitled to vote at any annual or special meeting of the Owners, unless and until said requirement is first satisfied.

10.11 Character of Association. This Association is not organized for profit. No Owner, member of the Board, officer or other person 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 or be distributed to or inure to the benefit of any member of the Board, officer or member, except upon dissolution of the Association, provided, however: (a) that reasonable compensation may be paid to any Owner, manager, director 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 (b) that any Owner, 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.

10.12 Conveyances and Encumbrances. Property of the Association may be purchased, conveyed or encumbered by authority of the Board. Conveyances or encumbrances shall be by instrument executed by the President or Vice President and attested by the Secretary, the Treasurer or an Assistant Secretary or an Assistant Treasurer or executed by such other person or persons to whom such authority may be delegated by the Board in writing. Additional liens, other than mechanic's liens, assessment liens or tax liens may not be obtained against the Common Elements, except by the conduct of an Owner which results in the imposition of a lien upon his Lot and the appurtenant undivided interest in the Common Elements.

The undersigned Secretary of the Association does hereby certify that the Bylaws set forth herein were duly adopted by the Board as the Bylaws of said corporation as of the 3rd day of June, 2003 and that the same do constitute the Bylaws of the Association.


Secretary

