

**LODGE AT LAKE DILLON
CONDOMINIUM ASSOCIATION
BY-LAWS**

**Includes revisions adopted during the Lodge at Lake Dillon
Condominium Association Owner Meeting on Saturday, May 27, 2006**

BYLAWS
OF
THE LODGE AT LAKE DILLON CONDOMINIUM ASSOCIATION

The name of the organization shall be The Lodge at Lake Dillon Condominium Association.

ARTICLE I
OBJECT

(Plan of Ownership)

1. The purpose for which this non profit association is formed is to govern the condominium properties situate in the County of Summit, State of Colorado described in the Condominium Declaration for The Lodge at Lake Dillon and any property submitted thereto by supplement or otherwise under the provisions of the Condominium Ownership Act of the State of Colorado` and as is provided in the Declaration.

2. All present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner are subject to the regulations set forth in these By-Laws. The mere acquisition of any of the condominium units or the rental of a unit in the condominium project or the mere act of occupancy of any of said units will signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership. Any person on becoming an owner of a condominium unit shall automatically become a member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a condominium unit, but such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with the Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Managers of the Association or others may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

2. Voting. The owners of each condominium unit shall be entitled to one vote.

3. Quorum. A quorum shall be constituted by those members present in person or by proxy. An affirmative vote of a majority of the members present, either in person or by proxy, shall be required to transact business.

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

5. Member/Owner meeting proxies, votes, and ballots

- a) Proxies are not valid if obtained through fraud;
- b) The Association may reject votes, ballots, or proxies if the person tabulating votes has reasonable basis to doubt their validity;
- c) The person who rejects a vote, ballot, or proxy is not subject to damages;
- d) All actions of the Association regarding such rejections are valid unless a court determines otherwise;
- e) On any motion before the meeting, if one member requests a secret ballot, then the vote on the motion shall be by secret ballot.

ARTICLE III

ADMINISTRATION

1. Association Responsibilities. The owners will constitute the Lodge at Lake Dillon Condominium Association, hereinafter referred to as "Association", who will have the responsibility of administering the project, through a Board of Managers or Managing Agent.

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

3. Annual Meetings. The annual meetings of the Association shall be held in May of each year

4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Managers or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business, shall be transacted at a special meeting except as stated in the notice unless by consent of the owners of a majority of the general common elements, either in person or by proxy. Any such meeting shall be held within thirty (30) days after receipt by the President of such resolution or petition.

5. 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 it is to be held, to each owner of record, at .least twenty (20) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served. In addition to first class mail or hand delivery, notices of member/owner meeting shall be provided as follows: The Association will post notices on its website when the website is available and email owners who request email notice at the email addresses they provide to the Association. Notices of meetings of members/owners will be physically posted in a conspicuous place, if feasible.

6. Conduct of Meetings of Members. Order of Business. The order of business at all meetings of the Association members is as follows:

- a) Roll call (or check-in procedure) of members attending in person and by proxy;
- b) Proof of notice of meeting;
- c) Determination of quorum;
- d) Reading of minutes of preceding meeting;

- e) Reports;
- f) Establish number and terms of membership on the Board (when there is an election);
- g) Selection of inspectors of election or tellers (when there is an election);
- h) Election of Managers to serve on the Board (when there is an election)(by secret ballot if more candidates are running than there are vacancies on the Board);
- i) Ratification of budget (if required);
- j) Unfinished business;
- k) New business;
- l) Adjournment.

ARTICLE IV

BOARD OF MANAGERS

1. Number and Qualifications. Until the first meeting of owners, the affairs of this Association shall be governed by a Board of Managers consisting of three persons selected by Younger & Associates, Ltd, the Declarant. At the first meeting of the owners, there shall be elected to the Board of Managers three owners of condominium units in Building A, The Lodge at Lake Dillon, and such additional owners consistent with the following provision and the intent thereof. The Board of Managers shall be enlarged by the addition of three members as each additionally constructed building is added or annexed to this condominium project.

2. 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, rental and maintenance of a condominium complex.

3. Other Powers and Duties. The-Board of Managers shall be empowered and shall have the duties as follows:

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

(b) To establish, make and enforce compliance with such reasonable house rules as, may be necessary for the occupation, rental, use and occupancy of all, of the condominium properties with the right to amend same from time to time. The unit owners may either at any annual meeting or at a *special* meeting called for such purpose, amend the, house rules and may adopt new house rules. A copy of all such house rules shall be delivered or mailed each member promptly upon adoption thereof.

(c) To keep in good order, condition and repair all of the general and limited common elements, the interiors of the units including the fixtures, and all items, of personal property located therein.

(d) To insure and keep insured all of the insurable general common elements of the properties (and also all fixtures interior walls and partitions decorated and finished surfaces of perimeter walls, floors and ceilings doors windows and other elements or materials comprising a part of the apartment units) in an amount equal to their maximum replacement value as is provided in the Declarations. Further, to obtain and maintain comprehensive liability insurance covering the entire premises in amounts not less than \$100,000.00 per person and \$300,000.00 per accident and \$50,000.00 property damages. To insure and keep

insured all of the fixtures, equipment and personal property acquired by the Association for the benefit of the Association and the owners of the condominium units and their first mortgagees.

(e) To fix, determine, levy and collect the monthly prorated assessments to be paid by each of the owners towards the gross expenses of the entire premises and condominium project and to adjust, decrease or increase the amount of the monthly assessments. To levy and collect the monthly assessments whenever in the opinion of the 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.

(f) To maintain a working capital account which shall be treated as an escrow account for each individual owner

(g) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws.

(h) To protect and defend the entire premises from loss and damage by suit or otherwise

(i) To borrow funds for any purpose in connection with their duties and to execute all such instruments evidencing such indebtedness as is expressly authorized. Any such indebtedness shall be the obligation of all of the unit owners only in the same proportion as their voting interest

(j) To enter into contracts on order to carry out their duties.

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

(l) To keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the owners.

(m) to meet at least twice each year.

(n) Through a Managing Agent to designate the personnel necessary for the maintenance and operation of the general common elements and the operation and rental of the units.

(o) To control and manage the use of the parking area

(p) In general, to carry on the administration, of this Association and to do all of those things, necessary and reasonable in order to carry out the aspect of condominium ownership and the rental of the individual units.

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

5. Management Agent. The Board of Managers shall employ for the Association a Management rental agent at a compensation established by the Board to perform the duties listed in paragraph 3 of thus Article IV.

6. Election and Term of Office. The Managers shall be elected annually at the annual meeting by vote of the majority of the unit owners casting their ballots in person or by proxy. At the expiration of the term of each manager, his successor shall be elected to serve a term of three (3) years, such that at the conclusion of each

Annual Meeting, the term of office of two Managers shall be for three (3) years, the term of two Managers shall be for two (2) years, and the term of two Managers shall be for one (1) year. The managers shall hold office until their successors have been elected and hold their first meeting.

7. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers even though they may constitute less than a quorum and each person so elected shall serve the balance of the term of the person he is replacing. Each vacancy shall be filled consistent with the qualifications set forth in paragraph 1 of this Article IV. The ceasing of a director to be a sole owner or co-owner of a condominium Unit shall cause his office to become vacant.

8. Removal of Managers. At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by the majority of the owners, and, consistent with the qualifications set forth in paragraph 1 of, this Article IV, a successor may then and there be elected to fill the vacancy thus created. Any Manager, whose removal has been proposed by the owners, shall be given an opportunity to be heard at the meeting.

9. Organization Meeting of Managers. The first meeting of each newly elected Board of Managers shall be held within ten days of election at such place as shall be fixed by the newly elected Managers at the meeting at which such Managers were elected, and, no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

10. 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 two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each Manager, personally or by, mail telephone or telegraph, at least three days prior to the day named for such meeting.

11. Special Meetings. Special meetings of the Board of Managers may be called by the President on five days 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 Managers.

12 Waiver of Notice. Before or at any meeting of the Board of Managers, any Manager may in writing, waive notice of such meeting 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.

13. Board of Managers Quorum. 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.

14. Fidelity Bonds. The Board of Managers may require that all 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.

15. Conduct of Board Meetings. The order of Business of Board meetings is as follows:

- a) Roll call of Board members attending;
- b) Proof of notice of meeting;
- c) Determination of quorum;
- d) Reading of minutes of preceding meeting;
- e) Election of officers (when required);
- f) Members'/owners' forum and comments on agenda items (with reasonable time limits and allocation of spokespersons, as determined by the presiding officer of the Board);
- g) Reports of the officers;
- h) Report of Resident Manager;
- i) Unfinished business;
- j) New business;
- k) Adjournment.

16. Open Meetings.

- a) Meetings of the Association members (sometimes referred to as owners) and the Board are open to all members of the Association or to any person designated in writing by the Association member as the member's representative, subject to such reasonable restrictions for cause on voting, such as an Association member's failure to pay assessments, as may be stated in the governing documents.
- b) Association members or their representatives are allowed to listen to Board meetings and are allowed to speak before the Board takes formal action on an item under discussion, at the designated time in the Board meeting agenda, in accordance with reasonable time restrictions set by the Board.
- c) Association members shall not interrupt or participate in the Board's deliberations during the actual Board meeting among the members of the Board (sometimes referred to as Managers).
- d) The Board may hold an executive or closed-door session and may restrict attendance to Board members and such other persons requested by the Board during a regular or specially announced meeting or part thereof. The matters to be discussed at such an executive session shall include only the matters enumerated in the following subparagraphs:
 - i. Matters pertaining to employees of the Association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent or employee of the Association;
 - ii. Consultation with legal counsel concerning the disputes that the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
 - iii. Investigative proceedings concerning possible or actual criminal misconduct;
 - iv. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
 - v. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;

- vi. Review of or discussion relating to any written or oral communication from legal counsel.
- e) Prior to the time the members of the Board or any committee thereof convene in executive session, the chair of the body shall announce the general matter of discussion as enumerated in paragraphs (d)(i) to (d)(vi) above.
- f) No rule or regulation of the Board or any committee shall be adopted during executive session. A rule or regulation may be validly adopted only during a regular or special meeting or after the body goes back into regular session following an executive session.
- g) The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session.

17. Limits on Right to Speak. The Board shall have the right to determine the length of time of the Open Forum. The chairman of the meeting may place reasonable limitations upon the time given to each member seeking to comment, to allow sufficient time for as many members as possible to comment within the time permitted. Unless otherwise determined by the chairman, the time limit will be three minutes per member. The chairman shall, to the best of his/her ability, allocate time to each member for comment so as to allow as many members as possible to speak within the time permitted. Members will only be allowed to speak more than once during Open Forum at the discretion of the Board. No member may speak a second time until all members wishing to speak have had an opportunity to speak once.

18. Sign-up Sheets. A sign-up sheet will be made available to members immediately prior to the meeting. Any member wishing to comment at the ensuing meeting may add his/her name to the sign-up sheet. Subject to remaining provisions of this policy, members will be recognized for comment at the meeting in the same order as their names appear on the sign-up sheet. All members wishing to comment who have not placed their names on the sign-up sheet will nonetheless be permitted to speak, time permitting.

19. Recording of Meetings. Note taking is permitted, however, video or audio recording of all or any portion of any meeting by members is prohibited.

20. Member Conduct. No member is entitled to speak until recognized by the chairman. There shall be no interruption of anyone who has been recognized by the chairman except the chairman. Specific time limits set for speakers shall be strictly observed. Personal attacks, whether physical or verbal, and offensive language will not be tolerated. All comments are to be directed to the chairman and not other individual participants. All comments are to be restricted to the agenda item being discussed. Courteous behavior is mandatory.

21. Curtailement of Member Conduct. Should the chairman determine that any member has spoken for the allocated amount of time or longer, or determine that the member is in violation of the provisions of this policy, the chairman shall have the authority to instruct that member to yield the floor, and that member will be obligated to comply with the chairman's instruction.

22. Disruptive and Unruly Behavior. If a member refuses to stop talking after his/her allocated time has ended, or otherwise disrupts the meeting, or is otherwise in violation of the provisions of this policy, the following procedure will be followed:

- a) The chairman will issue an oral warning that if the member continues speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, either the meeting will be adjourned or law enforcement/security will be called to remove the individual.

- b) If the member continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, the chairman will call a recess and speak directly to the member, reiterating that either the meeting will be adjourned or law enforcement/security will be called to remove the individual.
- c) If the member still refuses to cooperate, the chairman may choose whether to adjourn the meeting to another time or to call law enforcement/security.

ARTICLE V

FISCAL MANAGEMENT

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

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

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

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

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

ARTICLE VI

COMMITTEES

The Board of Managers may appoint the following committees: Executive Committee, Nominations Committee, Maintenance Committee, Audit Committee, and such other committees as in the judgment of the Board of Managers are necessary.

ARTICLE VII

OFFICERS

1. Designation. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Managers and such assistant officer positions as the Board of Managers may, from time to time, direct be filled. The office of Secretary need not be a member or unit owner or Board member.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of 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.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Managers. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees, except as is otherwise provided in these By-Laws, from among the owners, from time to time as he may in his discretion decide is appropriate.

5. Vice-President. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President, in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties.

6. Secretary. The Secretary shall keep all the minutes of the meetings of the Board of Managers and the minutes of all meetings of the Association he shall have charge of such books and papers as the Board of Managers may direct and he shall, in general, perform all the duties incident to the office Secretary.

The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their registered Mailing addresses. Such list shall also show opposite each members name the number or other appropriate designation of the unit owned by such member. Such list shall be open for inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7. Treasurer. The Treasurer shall cause to be furnished to him monthly a copy of the receipts and disbursements in proper accounting form. The Treasurer may delegate the responsibility for the deposit of all monies and all valuable effects to the Managing Agent, and the Treasurer, from time to time, shall review such deposits.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND MANAGING AGENT

1. Indemnification. The Association shall indemnify every manager, officer, managing agent, their respective successors personal representatives and heirs, against all loss, costs and expenses including counsel 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 manager, officer or managing agent of the Association, except as to matters as to which he 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, Indemnification, shall be provide in connection with such matters covered by the settlement as to which the Association

is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such manager, officer or managing agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such manager, officer or managing agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses provided, however, that nothing in this Article VIII so contained shall be deemed to obligate the Association or indemnify any member or owner of a condominium unit who is or has been a manager or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Condominium Declaration.

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

ARTICLE IX

OBLIGATION OF THE OWNERS

1. Assessments. All owners shall be obligated to pay the monthly assessments imposed by the Association to meet all of the expenses incurred by this Association, and payment thereof shall be made not later than on the tenth day following the mailing of the monthly statement to the registered mailing-address of the owner. The assessments shall be made pro rata and shall be due monthly in advance. 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 by-laws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him.

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

3. Maintenance and Repair.

(a) Every owner shall be obligated for the expense of all maintenance and repair work within his own unit, which, if omitted, would affect the rentability of the unit. The Managing Agent shall cause the necessary work to be accomplished in order to maintain the unit in a first class condition.

(b) All maintenance and repairs of Internal installations within the unit such as water, light, gas, power, sewage, telephones, sanitary installations, doors, windows, electrical fixtures and all other items of personal property, shall be at the unit owner's expense. The original telephone installation expense, the central switchboard hook-up charges and the monthly rotated expense thereof, including Compensation paid to Personnel for the operation of the switchboard shall be at the unit owner's expense.

(c) An Owner shall be obligated to reimburse the Association or another unit owner promptly upon receipt of a statement for any expenditures incurred by the Association or other unit owner or both in repairing, replacing or restoring any general common element or the interior or any part of a unit damaged, regardless if the damage is a result of negligence, the negligence of his tenants or agents, or an unexpected failure of his unit's plumbing or other infrastructure causing the damage.

4. Mechanic's Lien. Each owner agrees to Indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other apartment units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's apartment unit. In the event such a lien is filed and/or suit for foreclosure of mechanic's lien is commenced, then within twenty days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to one and one-half of the amount of such claim plus interest for one year together with the sum of One Hundred Fifty Dollars, which latter sum may be used by the Association for any costs and expenses incurred, including attorney's fees. Except as is otherwise provided, such sum or securities shall be held by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount, thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided. All costs and expenses incurred by the Association shall be forthwith reimbursed to it by such owner(s).

5. General.

(a) Each owner shall comply strictly with the provisions of all, legal, and other documents affecting his unit and the general common elements, including these Bye-Laws

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for which the condominium improvements were built.

6. Uses of Units - Internal Changes.

(a) All units shall be utilized, only for residential occupancy by the owner his family and guests and by persons renting the units.

(b) An owner shall not make structural modifications or alterations to his unit, or installations located therein without previously notifying the Association in writing through the managing Agent, or the Resident Manager or through the resident of the Board of Managers. The Association, shall have, the obligation to answer within ten days after such notice and failure to do so within such time shall mean that there is no objection to, the proposed modification or alteration.

7. Use of General Common Elements and Limited Common Elements.

Each owner may use the general common elements and the limited common elements of the completed condominium project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

Each owner in the respective buildings shall be entitled to the use of those parts of the general common elements such as walks and other such facilities all of which are intended to enhance the utility and value of each of the condominium

units in the condominium complex to the rules and regulations established subject however to the rules and regulations established or to be made with the right to amend same from time to time.

8. Right of Entry.

(a) An owner shall grant the right of entry to the Managing Agent or to any person authorized by the Board of Managers in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit the Managing Agent or any person authorized by the Board of Managers, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner, In case of an emergency, such right of entry shall be immediate.

(c) Consistent with the rental operation, of the units, the Managing Agent, shall have the right and authority to take possession thereof for such purposes.

9. Rules and Regulations.

(a) No person shall post any advertisement, or posters of any kind in, or on the premises except, as authorized by the Association.

(b) Owners and occupants., of units shall exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used. or, played, musical instruments, radios, phonographs, television sets, amplifiers, and any other instruments or devices in such manner as may disturb or tend to disturb owners tenants or other occupants of units.

(c) It is prohibited to hang garments, rugs, and other materials from the windows, or from any of the facades of the project.

(d) It is prohibited to dust rugs or other materials from the windows or to clean rugs by beating on the exterior part of the project.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes.

(f) No owner, resident or lessee shall install wiring for electrical or telephone, installations, television antennae, machines or air conditioning units on the exterior of the project or that protrude through the walls or the roof of the project except as expressly authorized by the Association.

(g) The Managing Agent or if there is no Managing Agent, then the Board of managers shall retain a passkey to each unit. No owner shall alter any lock or install a new lock on any door leading into: the unit. The Board of Managers reserves the power to establish, make and enforce compliance with such additional house rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time.

ARTICLE X

AMENDMENTS TO BY-LAWS

1. By-Laws. These By-Laws may be amended by the Association at a duly constituted meeting for such purpose.

ARTICLE XI

MORTGAGES

1. Notice to Association. An owner who mortgages his unit shall notify the Association through the Managing Agent or the Secretary of the Board of Managers giving the name and address of his mortgagee. The Association shall maintain such Information in a book(s) entitled "Owners Mortgagees of Units".
2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report-any unpaid assessments due from the owner of such unit.

ARTICLE XII

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND
REQUIRED PROXIES

1. Proof of Ownership. Any person on becoming an owner of a condominium unit shall furnish to the Managing Agent for Board of Managers a photocopy or a certified copy of the recorded instrument vesting that person with 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 shall he be entitled to vote at any annual or at a special meeting of members unless this requirement is first met
2. Registration of Mailing: Address. The owners of each condominium unit shall have one and the same registered mailing address to be used by the Managing Agent or the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persona, firm, corporation, partnership, association, or other legal entity or any combination thereof to be used by the Association. Such registered address of an owner or owners shall be furnished by such owners to the Secretary within five days after transfer of title, such registration shall be in a written form and signed by all of the owners of the condominium unit or by such persons as are authorized by law to represent the interest of (all of) the owners thereof.
3. Required Proxies. If title to a condominium unit is held by more than one person or by a firm, corporation, partnership, association, or other legal entity, or any combination thereof, such owners shall execute a proxy appointing and authorizing one person or alternate persons to attend all annual and special meetings of members and thereat to cast whatever vote owner himself might cast if he were personally present. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by operation of law; provided, however, that within thirty days after such revocation, amendment or termination, the owner shall reappoint and authorize one person. or alternate persons to attend all annual and special meetings

as is provided by this paragraph 3. The requirements herein. contained in this Article XII shall be first met before an owner all be deemed in good standing and entitled. to vote at any annual or special meeting of members.

ARTICLE XIII

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNERS

1. Abatement and Enjoinment. The violation of any rule or regulation adopted the. Board of Managers, or the breach of any By-Law, or the breach of any provisions of the Declaration, shall give the Board of Managers or the Managing Agent the right, in addition to any other rights set forth therein, (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and, the Board of Managers or Managing Agent shall not be deemed guilty in any manner of trespass or any other civil or legal violation; (b) to enjoin, abate or remedy by appropriate legal prodeedings, either at law or in equity, the. continuance of any breach.

ARTICLE XIV

This Association is not organized for profit. No member, member of the Board of Managers or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation there of, and in no event shall any part. of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Managers; provided however, always (1) that reasonable compensation may be paid to any member or manager 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 or manager may, from time to time, be reimbursed for hIs actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

ARTICLE XV

The persons who shall be authorized to execute any and all instruments of conveyance under the provisions of the Declaration shall be the President and the Secretary or Assistant Secretary of the Association and the same persons shall be authorized to execute promissory notes as is provided in paragraph 3 of Article IV of these By-Laws.

ARTICLE XVI

Condominium unit owners shall have the right to irrevocably con-stitute and appoint the beneficiary of a trust deed their true and lawful attorney to vote their unit membership in this .Association at any and all meetings of the Association and, to vest in such beneficiary or his nominee any and all rights, privileges and powers that they have as unit owners under the Certificate of Incorporation and Bylaws of this Association or by virtue of the recorded Condominium Declaration. Such proxy shall become effective upon the filing of notice by the beneficiary with the Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal of the Association, the Manageing Agent or the unit owners to carry out their duties as set forth in the Condominium Declaration. A release of the beneficiary's deed of trusr shall operate to revoke such proxy.

Nothing herein contained shall be construed to relieve condominium owners, as mortgagors, of their duties and obligations as condominium unit owners or to impose upon the beneficiary of the deed of trust the duties and obligations of a unit owner.

ARTICLE XVII

Regardless of the provision in Section 19 of the Declaration, the statute, C.R.S. 38-33.3-217(1)(a), states that amendments of the Declaration shall not require the affirmative votes or agreements of the owners of units to which more than 67 percent of the votes of the Association are allocated. Amendments of Declaration need only comply with this statute.

Regardless of the provision in the Declaration at Section 19 requiring the approval of 100 percent of the first mortgagees for amendments, C.R.S. 38-33.3-217(1)(b) states: 1) If dated, written notice of the amendment is sent to the first mortgagees by certified mail, 2) a copy of the full proposed amendment is published at least twice, on separate occasions at least one week apart in a newspaper of general circulation in the county in which the common interest community is located, and 3) a first mortgagee does not deliver to the Association a negative response within 60 days of the notice, the first mortgagee is then deemed to have approved the amendment. Amendments of the Declaration need only comply with this statute.

Attest: Jeff C. Sahr, Treasurer

Revisions to the Lodge at Lake Dillon Condominium Association Bylaws contained herein were adopted by the Board at a regular meeting held on the 10th day of April, 2006, as attested by the Treasurer and became effective with a majority consent of owners during the Annual Owners Meeting occurring May 27, 2006.

Jeff C. Sahr (Signature on file)
Treasurer