

BYLAWS  
OF  
FROSTFIRE CONDOMINIUM ASSOCIATION

The name of the organization shall be Frostfire Condominium Association.

ARTICLE 1  
OBJECT

1.1 This non-profit Association is formed to govern that certain condominium property situate in the County of Summit, State of Colorado, described in the Condominium Declaration for Frostfire Condominium, as recorded in the real property records of the County of Summit, as such Declaration may be amended from time to time. Except as otherwise expressly stated herein, definition of terms used in these Bylaws shall be the same as provided in the Declaration.

1.2 All present or future owners, tenants, future tenants, or any other person that may use the facilities of the condominium project in any manner are subject to these Bylaws. The taking of title to any of the condominium units shall constitute the agreement of the owner that these Bylaws are accepted, ratified, and will be complied with by said owner or any person occupying or using any condominium unit or facilities with the owner's permission or at his sufferance.

ARTICLE 2

MEMBERS

2.1 Membership. Members of the Association shall consist of any person or entity acquiring an interest in a condominium unit other than as a mortgagee or beneficiary under deeds of trust or as a lien claimant. Such membership for such condominium unit shall terminate whenever such person ceases to own any interest in that condominium unit, but such termination shall not relieve or release any such former owner from any liability or obligation incurred to the Association during the period of such ownership and membership in this Association, or impair any rights or remedies of the Board of Directors of the Association or others.

2.2 Cancellation or Suspension of Membership. Membership in this Association may be cancelled or suspended by the Board of Directors, by affirmative vote of two-thirds (2/3) of all of the Directors, for any violation of the Declaration, By-

laws, Articles of Incorporation, or rules or regulations of the Association, after an appropriate hearing. Upon written request signed by a former member whose membership has been cancelled or suspended, the Board of Directors, by the affirmative vote of two-thirds (2/3) of the Directors present at a regular Board meeting, may reinstate such former member to membership upon such terms as the Board of Directors may deem appropriate.

2.3 Election of Directors. At the earlier of (i) forty-five (45) days following the closing of the sale of ninety-five percent (95%) of all Condominium Units constructed or to be constructed on the Property (including any such Units to be constructed on property annexed to the initial Project, in accordance with Article XV of the Declaration), or (ii) July 1, 1986, as provided in the Articles, a meeting of the members will be held for the purpose of electing a Board of Directors of the Association to succeed the original Board of Directors appointed by Declarant.

2.4 Voting. Each condominium unit, regardless of the number of owners of such unit, shall be entitled to cast one vote per unit on any question submitted to a vote of the members of the Association, provided that the owners are in good standing as provided in Sections 6.1 and 8.1 of these Bylaws. Where the condominium unit is owned by more than one owner, such owners shall by a written instrument, designate one of such owners to be the voting member, or in the case of a Time Share Unit, the vote shall be exercised by the Time Share Agent. Unless otherwise provided in the Declaration, the Articles or in the Bylaws, or required by law, the affirmative vote of a majority of the members represented at a meeting at which a quorum is present shall be the act of the members.

2.5 Special Voting Rights. The above notwithstanding, the prior written approval of all Holders of Deeds of Trust on the Condominium Units will be required for any of the following: An amendment to the Bylaws which (i) changes the ratios of assessments against Owners or (ii) amends any other provision which specifically grants rights to holders of first deeds of trust hereunder or (iii) is otherwise a material amendment, including but not limited to, a change in the method for determining the prorata share of ownership of General Common Elements of each Condominium Unit or for allocating hazard insurance proceeds.

2.6 Proxy. At every meeting of members each voting member shall be entitled to vote in person, or by proxy duly appointed by instrument in writing which is subscribed by such voting member and which bears a date not more than eleven (11) months prior to such meeting, unless such instrument provides for a longer period. All elections shall be had and all questions decided by a majority of the votes present in person or by proxy.

2.7 Annual Meeting. The annual meeting of the Association shall be held in December of each year, at a time and place to be designated by the Board of Directors. Such meeting shall not be held until thirty-five (35) condominium units have been conveyed from Summit Base Venture, Inc. to a bona fide purchaser for value. If the election of directors shall not be held on the day designated for any annual meeting of the members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

2.8 Special Meetings. Special meetings of the members may be called at any time by the president, or by resolution of the Board of Directors or upon a petition signed by at least one-third (1/3) of the members entitled to vote at such meeting as such voting members are determined pursuant to Sections 6.1 and 8.1 of these Bylaws.

2.9 Place of Meeting. The Board of Directors may designate any place, either within or outside Colorado, as the place for any annual meeting or for any special meeting.

2.10 Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each member of record. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid. When any notice is required to be given to any member or director of a corporation under the Colorado Non-profit Corporation Act, the Articles of Incorporation or Bylaws of the Association, a waiver thereof in writing signed by the person entitled to that notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

2.11 Agenda and Procedure. The Board of Directors shall have the responsibility of establishing an agenda for each meeting of members, subject to the rights of members to raise matters for consideration which may otherwise properly be brought before the meeting although not included within the agenda. The chairman shall be charged with the orderly conduct of all meetings of members; provided, however, that in the event of any difference in opinion with respect to the proper course of action which cannot be resolved by reference to statute, the Articles of Incorporation, or these Bylaws, Robert's Rules of Order (as last revised) shall govern the disposition of the matter.

2.12 Quorum. At any meeting of the members of the Association the presence of one-third (1/3) or more of the voting members in person or by proxy shall be necessary to constitute a quorum for all purposes, and the act of one-half (1/2) or more of the voting members present in person or by proxy at any meeting at which there is a quorum shall be the act of the full membership. In the absence of a quorum, or when a quorum is present, a meeting may be adjourned from time to time by one-half (1/2) or more of the voting members present in person or by proxy, without notice other than by announcement at the meeting and without further notice to any absent member. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

2.13 Action Without a Meeting. Whenever under the provisions of any law or under the provisions of the Articles of Incorporation, or Bylaws of this Association, the Association is authorized to take any action, such action may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all voting members entitled to vote with respect to the subject matter thereof, and such action when so taken, may be taken without any otherwise required notice and without the lapse of any otherwise prescribed period of time. Such consent shall have the same force and effect as a unanimous vote of the members, and may be stated as such in any Articles of Incorporation or documents to be filed with the Secretary of State of Colorado.

### ARTICLE 3

#### BOARD OF DIRECTORS

3.1 Management. Management of the business and affairs of this Association shall be controlled by the Board of Directors. In addition to powers and duties granted by the Articles of Incorporation and these Bylaws, the Board of Directors may exercise all such powers and perform all such acts as are not prohibited by law, by the Articles of Incorporation or Bylaws as may be necessary for the administration of the affairs of the Association, including, but in no way limited to, the following:

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

3.1.2 To establish, make and enforce compliance with such reasonable house rules as may be necessary for the operation, rental, use and occupancy of all of

the condominium properties with the right to amend same from time to time.

3.1.3 To keep in good order, condition and repair all of the general and limited common elements, as set forth in the Declaration.

— 3.1.4 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 and to levy and collect special 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.

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

3.1.6 To protect and defend the entire premises from loss and damage by suit or otherwise.

3.1.7 To enter into contracts.

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

3.1.9 To borrow funds in order to pay for any expenditure or outlay authorized by these Bylaws and the Declaration, to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary or advisable.

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

3.1.11 To designate through a Manager the personnel necessary for the maintenance and operation of the general common elements.

3.1.12 To control and manage the use of the parking area.

3.2 Manager. The Board of Directors may employ a Manager for the Association at a compensation to be established by the Board to perform such duties and services as the Board

shall authorize including, but not limited to, the duties listed in Section 1 of this Article.

3.3 Number and Qualifications. The affairs and business of the Association shall be conducted by a Board of Directors consisting of three (3) members for the period during which Declarant has the exclusive right to vote for election, and thereafter, five (5) members who shall be elected at the annual meeting by Members of the Association. Members of the Board shall serve until their successors are duly elected and qualified.

3.4 Election and Term of Office. The terms of the members of the Board of Directors for the period during which the Declarant has the exclusive right to vote for their election shall be until the earlier of (i) forty-five (45) days following the closing of the sale of ninety-five percent (95%) of all Condominium Units constructed or to be constructed on the Property (including any such Units to be constructed on property annexed to the initial Project, in accordance with Article XV of the Declaration), or (ii) July 1, 1986. At such time, three (3) members of the Board of Directors shall be elected by the members of the Association at a special meeting called for said purpose for two-year terms and the remaining two (2) members of the Board of Directors will be elected for a one-year term. Thereafter, all directors will be elected for two-year terms at the annual meeting of the members so that the terms of the directors are staggered. Nothing herein shall prevent the election of a director whose term has expired to a new term as such director.

3.5 Resignation or Removal. Directors may resign at any time by tendering a written resignation to the Board of Directors. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When notice indicates the purpose, directors may be removed at any meeting of members with or without cause, by the affirmative vote of a majority of the remaining members of the Association then entitled to vote at an election of directors.

3.6 Vacancies in Office. Vacancies on the Board of Directors shall be filled by a majority vote of the remaining members of the Board of Directors, whether or not a quorum, as defined in Section 3.11 herein, who shall be present at the meeting of the Board at which such vacancies are filled. Persons filling vacancies created shall serve the unexpired term of the vacancy filled. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting of members or at a special meeting of members called for that purpose.

3.7 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this

By-Law immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place, either within or outside Colorado, for the holding of additional regular meetings without other notice than such resolution.

3.8 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or outside Colorado, as the place for holding any special meeting of the Board of Directors called by them.

3.9 Action Without a Meeting. Whenever under the provisions of any law or under the provisions of the Articles of Incorporation or Bylaws of this Association, the Board of Directors is authorized to take any action, such action may be taken without a meeting if a consent in writing setting forth the actions so taken shall be signed by all directors entitled to vote with respect to the subject matter thereof, and such action when so taken, may be taken without any otherwise required notice and without the lapse of any otherwise prescribed period of time. Such consent shall have the same force and effect as a unanimous vote of the directors, and may be stated as such in any Articles of Incorporation or documents to be filed with the Secretary of State of Colorado.

3.10 Notice. Notice of any special meeting shall be given at least three (3) days previously thereto by oral notification or by written notice delivered personally or mailed to each director at his business address, or by notice given at least two (2) days previously by telegraph. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting or the Board of Directors need be specified in the notice or waiver of notice of such meeting.

3.11 Quorum. A majority of the number of directors fixed by section 3.3 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

3.12 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.13 Committees. The Board of Directors may, by resolution adopted by a majority of the Directors in office, designate one or more committees, including an Executive Committee, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed upon it or him by law. Other committees not having and exercising the authority of the Board of Directors in the management of the Association, including standing committees and working committees, may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Members of such committees shall be members of the Association and the president of the Association shall appoint the members thereof, and shall fill the vacancies thereon. A majority of the members of any committee shall constitute a quorum unless otherwise provided by the Board of Directors.

3.14 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 Bylaws 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 Directors or the Manager shall have the right to enforce the same thereafter.

#### ARTICLE 4

##### OFFICERS

4.1 Designation. The officers of the Association shall be a president, vice-president, secretary and treasurer, all of whom shall be elected by the Board of Directors. There shall also be such assistant officer positions as the Board of Directors may, from time to time, direct to be filled. The offices of secretary and treasurer may be held by one person.

4.2 Election and Term of Office. The officers shall be elected by the Board of Directors at its first regular meeting following the annual meeting of the Association, and shall hold office for one year and until their successors have been duly elected and qualified.

4.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his suc-



cessor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

4.4 Duties and Authority. The officers of the Association shall have such authority and duties as from time to time may be determined by the Board of Directors, including but not limited to the following:

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

4.4.2 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.

4.4.3 Secretary. The secretary shall keep all the minutes of the meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary. 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 member's name the number of the unit owned by such member. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

4.4.4 Treasurer. The treasurer shall periodically cause to be furnished to him a copy of 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 Manager, and the treasurer, from time to time, shall review such deposits.

## ARTICLE 5

### INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGER

5.1 Indemnification. The Association shall indemnify every director, officer, Manager, his 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 director, officer or Manager of the Association, except 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 provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director, officer or managing agent in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director, officer or managing agent may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article 5 contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been a director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration. The Association shall endeavor to obtain and pay the premiums for a directors' liability insurance policy to accomplish the above-described purposes.

5.2 Other. Contracts or other commitments made by the Board of Directors, officers or the Manager shall be made as agent of the condominium unit owners, and such Manager shall have no personal responsibility on any such contract or commitment (except as a condominium unit owner), 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 condominium 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 6

### OBLIGATIONS OF THE OWNERS

6.1 Assessments. All owners shall be obligated to pay when due the monthly assessments imposed by the Association to meet all of the expenses incurred by this Association. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these Bylaws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owned by him and is in compliance with Section 8 of these Bylaws.

6.2 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 (5) days after the owner has knowledge thereof.

#### 6.3 Maintenance and Repair.

6.3.1 All maintenance and repairs of interior nonsupporting walls and the finished surface of perimeter and supporting walls, ceilings and floors, of internal installations within the apartment unit such as water, light, gas, power, sewage, telephones, cable television, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures including furniture and other items of personal property, shall be at the unit owner's expense.

6.3.2 An owner shall be obligated to reimburse the Association or another condominium 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 as a result of his negligence or the negligence of his tenants or agents.

6.4 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 condominium unit.

#### 6.5 General.

6.5.1 Each owner shall comply strictly with the provisions of all legal and other documents affecting

his unit and the general and limited common elements, including these Bylaws.

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

6.6 Use of units - Internal Changes.

6.6.1 All units shall be utilized only for residential occupancy by the owner, his family and guests and by persons renting the units from the owner, except as otherwise provided in the Declaration.

6.6.2 An owner shall not make structural modifications or alternations to his unit or installations located therein without previously notifying the Association in writing through the Manager, or through the president of the Association. The Association shall have the obligation to answer within thirty (30) days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modification or alteration.

6.7 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 shall be entitled to 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 project; subject, however, to the rules and regulations established or to be made, with the right to amend same from time to time.

6.8 Right of Entry.

6.8.1 An owner shall grant the right of entry to the Manager or to any person authorized by the Board of Directors in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

6.8.2 An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alternations 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.

## ARTICLE 7

### AMENDMENTS

7.1 Articles of Incorporation. Amendments may be made to the Articles of Incorporation by two-thirds (2/3) or more of the voting members present at any annual meeting or special meeting of the members, at which the notice of such meeting stated that such amendment was to be considered.

7.2 Bylaws. These Bylaws may at any time and from time to time be amended, altered or repealed by the Board of Directors or by a vote of the members of the Association at any annual or special meeting provided that the notice of such meeting states that such amendment, alteration or repeal is to be considered.

7.3 Amendment Consistent with Declaration. No amendment of the Articles of Incorporation or of these Bylaws shall be adopted which is inconsistent with or contrary to any provision of the Declaration, unless such provisions has been amended or repealed as provided for in the Declaration. Without limiting the generality of the foregoing, all matters with respect to notification of holders of amendments of the Articles of Incorporation and these Bylaws as set forth in the Declaration are hereby specifically incorporated by reference and made a part hereof.

## ARTICLE 8

### EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS

8.1 Proof of Ownership. Any person on becoming an owner of a condominium unit shall furnish to the Board of Directors 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, along with the requirements as set forth in Section 6.1.

8.2 Registration of Mailing Address. The owners of each condominium unit shall have one and the same registered mailing address to be used by the Manager 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 persons, firm, corporations, part-

nership, 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 (5) days after transfer of the 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 interests of the owners thereof.

## ARTICLE 9

### ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNERS

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Directors or the Manager 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 same, at the expense of the defaulting unit owner, and the Board of Directors or manager 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 proceedings, either at law or in equity, the continuance of any breach.

## ARTICLE 10

### NON-PROFIT STATUS

This Association is not organized for profit. No member, member of the Board of Directors or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board of Directors; provided, however, that the Board of Directors shall have the power at their discretion to approve of (1) reasonable compensation which 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) any member or Manager which 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 11

### EXECUTION OF INSTRUMENTS

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 of the Association.

## ARTICLE 12

### MISCELLANEOUS

12.1 Seal. The corporate seal of the Association shall be circular in form and shall contain the name of the Association, the year of its organization and the words "Seal, Colorado".

12.2 Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

12.3 Budget. The Board of Directors shall hold a meeting before the end of the current fiscal year of the Association at which it shall adopt a budget for the next fiscal year. The budget so adopted may be used as a basis for the assessments against owners authorized by the Declaration of Condominium for Frostfire Condominium.

12.4 Audit. The Board of Directors may employ counsellors, attorneys and auditors in connection with the preparation of the Association financial statements or any audit of its books and records required by the Board from time to time.

**Amendments to By-laws of Frostfire Condominium Association**

Article 2.7 Annual Meeting shall be amended to read:

- 2.7 Annual Meeting. The annual meeting of the Association shall be held once a year, at a time and place to be designated by the Board of Directors, and announced at the previous year's meeting.

Article 3.3 Number and Qualifications shall be amended to read:

- 3.3 Number and Qualifications. The affairs and business of the Association shall be conducted by a Board of Directors consisting of three (3) members who shall be elected at the annual meeting by the Members of the Association. Members of the Board shall serve until their successors are duly elected and qualified.

Article 3.4 Election and Term of Office shall be amended to read:

- 3.4 Election and Term of Office. All directors will be elected for two-year terms at the annual meeting of the members so that the terms of the directors are staggered. In each even year two directors will be elected; in each odd year one director will be elected. Nothing herein shall prevent the election of a director whose term has expired to a new term as such director.

Article 3.7 Regular Meetings shall be amended to read:

- 3.7 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-law just before or after, an in the same general location as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.



Article 3.10 Notice shall be amended to read:

- 3.10 Notice. Notice of any special meeting shall be given at least three (3) days previously thereto by oral notification or by written notice delivered personally, e-mailed, or mailed to each director at his or her home or business address.

Article 3.11 Quorum shall be amended to read:

- 3.11 Quorum. A majority of the number of directors fixed by section 3.3 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

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- 3.4 Election and Term of Office. All directors will be elected for two-year terms at the annual meeting of the members so that the terms of the directors are staggered. In each even year two directors will be elected; in each odd year one director will be elected. Nothing herein shall prevent the election of a director whose term has expired to a new term as such director.

Article 3.7 Regular Meetings shall be amended to read:

- 3.7 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-law just before or after, an in the same general location as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Article 3.10 Notice shall be amended to read:

- 3.10 Notice. Notice of any special meeting shall be given at least three (3) days previously thereto by oral notification or by written notice delivered personally, e-mailed, or mailed to each director at his or her home or business address.

Article 3.11 Quorum shall be amended to read:

- 3.11 Quorum. A majority of the number of directors fixed by section 3.3 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

**Amendments to By-laws of Frostfire Condominium Association**

Article 2.7 Annual Meeting shall be amended to read:

- 2.7 Annual Meeting. The annual meeting of the Association shall be held once a year, at a time and place to be designated by the Board of Directors, and announced at the previous year's meeting.

Article 3.3 Number and Qualifications shall be amended to read:

- 3.3 Number and Qualifications. The affairs and business of the Association shall be conducted by a Board of Directors consisting of three (3) members who shall be elected at the annual meeting by the Members of the Association. Members of the Board shall serve until their successors are duly elected and qualified.

Article 3.4 Election and Term of Office shall be amended to read:

- 3.4 Election and Term of Office. All directors will be elected for two-year terms at the annual meeting of the members so that the terms of the directors are staggered. In each even year two directors will be elected; in each odd year one director will be elected. Nothing herein shall prevent the election of a director whose term has expired to a new term as such director.

Article 3.7 Regular Meetings shall be amended to read:

- 3.7 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-law just before or after, an in the same general location as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

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Article 3.11 Quorum shall be amended to read:

- 3.11 Quorum. A majority of the number of directors fixed by section 3.3 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

## **Amendments to By-laws of Frostfire Condominium Association**

Article 2.7 Annual Meeting shall be amended to read:

- 2.7 Annual Meeting. The annual meeting of the Association shall be held once a year, at a time and place to be designated by the Board of Directors, and announced at the previous year's meeting.

Article 3.3 Number and Qualifications shall be amended to read:

- 3.3 Number and Qualifications. The affairs and business of the Association shall be conducted by a Board of Directors consisting of three (3) members who shall be elected at the annual meeting by the Members of the Association. Members of the Board shall serve until their successors are duly elected and qualified.

Article 3.4 Election and Term of Office shall be amended to read:

- 3.4 Election and Term of Office. All directors will be elected for two-year terms at the annual meeting of the members so that the terms of the directors are staggered. In each even year two directors will be elected; in each odd year one director will be elected. Nothing herein shall prevent the election of a director whose term has expired to a new term as such director.

Article 3.7 Regular Meetings shall be amended to read:

- 3.7 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-law just before or after, an in the same general location as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

Article 3.10 Notice shall be amended to read:

- 3.10 Notice. Notice of any special meeting shall be given at least three (3) days previously thereto by oral notification or by written notice delivered personally, e-mailed, or mailed to each director at his or her home or business address.

Article 3.11 Quorum shall be amended to read:

- 3.11 Quorum. A majority of the number of directors fixed by section 3.3 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

## Amendments to Bylaws of Frostline Condominium Association

Article 2.7 Annual Meeting <sup>shall be amended</sup> ~~to be changed to~~ <sup>read</sup>:

2.7 Annual Meeting. The annual meeting of the Association shall be held once a year, at a time and place to be designated by the Board of Directors, and announced at the previous year's meeting.

Article 3.3 Number and Qualifications <sup>shall be amended</sup> ~~to be changed to~~ <sup>read</sup>:

3.3 Number and Qualifications. The affairs and business of the Association shall be conducted by a Board of Directors consisting of three (3) members who shall be elected at the annual meeting by the Members of the Association. Members of the Board shall serve until their successors are duly elected and qualified.

Article 3.4 Election and Term of Office shall be amended to read:

3.4 Election and Term of Office. All directors will be elected for two-year terms at the annual meeting of the members so that the terms of the directors are staggered. In <sup>each</sup> ~~every~~ even year two directors will be elected; in each odd year one director will be elected. Nothing herein shall prevent the election of a director whose term has expired to a new term as such director.

Article 3.7 Regular Meetings shall be amended to read:



3.7 Regular meetings. A regular meeting of the board of Directors shall be held without other notice than this By-Law ~~immediately~~ <sup>just</sup> before or after, and in the same general location as, the annual meeting of members. The Board of Directors may provide, by resolution, the time and place, ~~either~~ for the holding of additional regular meetings without other notice than such resolution.

Art# Article 3.10 Notice shall be amended to read:

3.10 Notice. Notice of any special meeting shall be given at least three (3) days previously thereto by oral notification or by written notice delivered personally, e-mailed, or mailed to each director at his or her home or business address.

Article 3.11 Quorum shall be amended to read:

3.11 Quorum. A majority of the number of directors fixed by section 3.3 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.