

BY-LAWS
OF
ADRIEL HILLS CONDOMINIUM ASSOCIATION

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BY-LAWS

OF

ADRIEL HILLS CONDOMINIUM ASSOCIATION
(Amended 10/13/76 and 1/18/82)

The name of the organization shall be "Adriel Hills Condominium Association."

ARTICLE I

OBJECT
(Plan of Ownership)

1. The purpose for which this non-profit Association is formed is to govern the condominium property situate in the County of Larimer and State of Colorado, which property shall be submitted to the provisions of the Condominium Ownership Act of the State of Colorado by recorded Condominium Declaration.

2. All present or future owners, tenants, future tenants, or any other person that might use in any manner the condominium facilities are subject to the regulations set forth in these By-Laws. The mere acquisition or rental of any of the condominium units (hereinafter referred to as "units") of Adriel Hills (a condominium) signify that these By-Laws are accepted, ratified, and will be complied with.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Membership. Ownership of a condominium unit is required in order to qualify for membership in this Association. 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 this Association during the period of such ownership and membership in this Association, or impair any rights or remedies which the Board of Directors of the Association or others may have against such former owner and member arising out of or in any way connected with the ownership, membership, declaration and obligations incident thereto. No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue one membership card to the owner(s) of a condominium unit. Such membership card shall be surrendered to the Secretary whenever ownership of the condominium unit designated thereon shall terminate.

2. Voting. Every member shall be entitled to one (1) vote for each condominium unit for which he holds the record interest. When more than one person or entity holds such interest, all such persons shall be members, except that there shall be only one (1) vote allowed for each unit. The other owners shall be considered members without the right to vote. Fractional voting of interest and cumulative voting shall not be allowed.

3. Voting by the Developer. The Developer shall be allowed one (1) vote for each unit owned by the Developer only during such time as the Developer is paying assessments to the Association or such unit or units in the same amount and manner as other Association members (unit owners).

4. Majority of Unit Owners. As used in these By-Laws the term "majority of unit owners" shall mean those owners of more than fifty percent (50%) of the condominium units.

5. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of those owners of twenty percent (20%) of the condominium units shall constitute a quorum. An affirmative vote of a majority of the unit owners present, either in person or by proxy, shall be required to transact business.

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

ARTICLE III

ADMINISTRATION

1. Association Responsibilities. The owners of the units will constitute the Association of Unit Owners, hereinafter referred to as "Association," who will have the responsibility of administering the condominium through a Board of Directors.

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

*3. Annual Meetings. The annual meetings of the Association shall be held on any day during the month of December of each year. At such annual meetings there shall be elected by ballot of the owners, a Board of Directors in accordance with the requirements of Paragraph 4 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

*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 Directors or upon a petition signed by at least one-third 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 business shall be transacted at a special meeting except as stated in the notice. 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 where it is to be held, to each owner of record, at least ten (10) but not more than twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in this paragraph shall be considered notice served.

6. Adjourned Meeting. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

7. Order of Business. The order of business for all meetings, of the owners of units 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~~ Reports of Committees.
- * (f) Election of Board of Directors.
- (g) Unfinished Business.
- (h) New Business.

ARTICLE IV

BOARD OF DIRECTORS

*1. Number and Qualification. The affairs of this Association shall be governed by a Board of Directors composed of not less than three nor more than fifteen members of the Association. The current number of Directors, nine (9), elected to serve the Association during any given term may be changed by a vote of the members at the Annual Meeting or at a special meeting called for that purpose.

2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first-class residential condominium project. The Board of Directors may do all such acts and things as are not by law or by these By-Laws or by the Condominium Declaration directed to be exercised and done by the unit owners or the Developer.

3. Other Powers and Duties. The Board of Directors 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 these By-Laws and in the Declaration submitting the property 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 operation, use and occupancy of this Condominium project with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member promptly upon the adoption thereof. The Board of Directors shall have the right to assess a reasonable fine, after a hearing, against any owner who individually or whose family members or guests, wilfully, flagrantly, and/or repeatedly violates such rules. Such fine shall be included as an assessment, under Paragraph 3(e) of this Article IV, in the next statement to the owner.
- ** (c) To keep in good order, condition and repair all of the general common elements and all items of personal property, if any, used in the enjoyment of the entire premises. The Board shall be responsible for semi-annual inventories of the Association's personal property. All furniture, fixtures, tools and recreational equipment located in the Recreational Building and elsewhere, including the swimming pool area, will be inventoried no less often than semi-annually. The inventory procedures will include a full description of the items; serial or tag number, if any; model number; and so forth to adequately describe the item. Purchase cost and date of acquisition will be included, when such data is available in the Association's files. The inventory records will be on file in the office of the Association.
- (d) To obtain and maintain at all times fire insurance with extended coverage and vandalism and malicious mischief insurance with endorsements attached, and including such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to other condominium buildings, fixtures, equipment and personal property, similar in construction design, all issued by responsible insurance companies authorized to do business in the State of Colorado. The insurance shall be carried in blanket policy form naming

the Association the insured as attorney in fact (for the condominium unit owners of units committed to the Association), which policy shall identify the interest of each condominium owner (owner's name, unit number, building symbol or designation, the appurtenant undivided interest in the general common elements, the Declaration under which the condominium was established) and which policy or policies shall provide a standard non-contributory Mortgage clause in favor of each first Mortgage. To furnish a certified copy of such blanket policy and the certificate identifying the interest of the Mortgagor or any party in interest at request. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of particular owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under any such policy as to the interest of all other insured owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Insurance coverage on the furnishings and other items of personal property belonging to an owner, and casualty and public liability insurance coverage within each individual unit shall be the responsibility of the owner thereof.

To, at least annually, obtain an appraisal for insurance purposes which shall be maintained as a permanent record, showing that the insurance in any year represents 100 percent of the replacement value of each unit and the recreational facilities vested in the Association.

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 assessments to be paid by each of the owners towards the gross expenses of the entire premises and by majority vote of the Board to adjust, decrease or increase the amount of the monthly assessments, and at the option of the Board of Directors to remit or return any excess of assessments over expenses and cash reserves to the owners at the end of each operating year. 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. All special assessments shall be in statement form and shall set forth the detail of the various expenses for which the assessments are being made.
- (f) 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.
- (g) To protect and defend the entire premises from loss and damage by suit or otherwise.
- * (h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary, and such indebtedness shall be the several obligation of all of the owners in the same proportion as their interest in the general common elements. The maximum limit for such borrowed funds shall not exceed Five Thousand Dollars (\$5,000.00) during any period of time. Funds deemed necessary and required above this limit must be submitted and voted upon at a general or special meeting of all owners. The provisions of Article III of the By-Laws will govern the proceedings of such a meeting.
- (i) To enter into contracts within the scope of their duties and powers.
- (j) To establish a bank account for the common treasury and for all separate funds which are required or may be deemed advisable by the Board of Directors.
- (k) 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, and to cause a complete audit of the books and accounts by a competent certified public accountant, once each year.

- (l) To prepare and deliver annually to each owner a statement showing all receipts, expenses or disbursements since the last such statement.
- (m) To meet at least once each year.
- (n) To designate the personnel necessary for the maintenance and operation of the general and limited common elements.
- (o) To enter into contracts for services, facilities, purchase of assets, both personal and real, for the benefit of the members, contract for use of golf course and do any and all acts that a natural person can do for the benefit of the owners of units.
- (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 governing and the operation of this condominium property.
- (q) To employ for the Association and management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize.

4. Election and Term of Office. At the first annual meeting of the Association calling for the election of Directors the term of office of one Director shall be fixed for three (3) years. The term of office of one Director shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to service a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting. The Directors shall be elected by the majority of the unit owners casting their ballots in person or by proxy.

The purpose of this procedure of electing directors is to create staggered terms, therefore, should the number of directors be more than three, one-third shall be elected to serve for a term of three (3) years, one-third to serve for a term of two (2) years, and one-third to serve for a term of one (1) year. In the event the number of directors cannot be evenly divided into thirds the shorter terms shall be favored.

5. Vacancies. Vacancies in the Board of Directors caused by any other reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

7. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

8. Regular Meetings. Regular meetings of the Board of Directors may be called by the President or a majority of the Directors and 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 one such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

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

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

11. Board of Directors' Quorum. At all meetings of the Board of Directors, 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 be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting subsequently held, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

12. Fidelity Bonds. The Board of Directors 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.

ARTICLE V

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 Directors, and such assistant officers as the Board of Directors shall, from time to time, elect.

2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board. One person may hold concurrently any two offices; provided, however, that the offices of President and Secretary shall not be held by the same person. The office of Vice-President need not be filled.

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 successor elected at any regular meeting of the Board of Directors, 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 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 from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association at any regular or special meetings.

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 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 last known addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the unit owned by such member, and a description of the limited common elements assigned for exclusive use in connection with such unit. 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.

*7. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. Withdrawals of such deposits shall be made only by checks signed by any two (2) officers. The Treasurer will prepare and distribute to unit owners an estimated annual budget for the next fiscal year, in accordance with, and as an expansion of, the responsibilities provided in Article IV, sub item 3(1) of these By-Laws. Distribution will precede adoption of the final budget by the Board of Directors, to ensure maximum input by the unit owners.

ARTICLE VI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every Director or officer, his heirs, executors and administrators, 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 or officer 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 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 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 indemnification provisions shall be treated and handled by the Association as a common expense; provided, however, that nothing in this Article VI 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 Condominium Declaration as a member or owner of a condominium unit covered thereby.

ARTICLE VII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

1. By-Laws. These By-Laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing at least seventy percent (70%) of the aggregate interest of the undivided ownership of the general common elements.

ARTICLE VIII

MORTGAGES

*1. Notice to Association. An owner who mortgages his unit shall notify the Association through the Managing Agent, if any, or the President of the Association, giving the name and address of his mortgagee. The Association shall maintain such information in its files.

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 IX

EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS AND REQUIRED PROXIES

1. Proof of Ownership. Except for those owners who initially purchase a condominium unit from Declarant, any person on becoming an owner of a condominium unit shall furnish to the Managing Agent or 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.

**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 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, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. Such registered address of a condominium unit owner or owners shall be furnished by such owners to the Secretary within five (5) days after transfer of title, or after a change of address.

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 the 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 (30) days after such revocation, amendment or termination, the owners shall reappoint and authorize one person or alternate persons to attend all annual and special meetings as provided by this Paragraph 3. The requirements herein contained in this Article shall be first met before an owner of a condominium unit shall be deemed in good standing and entitled to vote at any annual or special meeting of members.

ARTICLE X

OBLIGATIONS OF THE OWNERS

*1. Assessments. Except as is otherwise provided in the Declarations, all owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses. The assessments 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. Maintenance and Repair.

- (a) Every owner must perform promptly at his own expense all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or in part belonging to other owners.
- (b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, sanitary installations, doors, foundation, concrete, windows, electrical fixtures and all other accessories, equipment and fixtures shall be at the owner's expense.
- (c) An owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by it in repairing or replacing any general or limited common element damaged by his negligence or by the negligence of his tenants or agents.

3. 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 units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's unit. In the event suit for foreclosure is commenced, then within ninety (90) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one (1) year together with the sum of One Hundred Dollars (\$100.00). Such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds shall be made 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 in Paragraph 21 of the Declaration.

4. General.

- (a) Each owner shall comply strictly with the provisions of the recorded Condominium Declaration.
- (b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which this Condominium project was built.

5. Use of Units - Internal Changes.

- (a) All units shall be utilized principally for residential purposes.
- (b) An owner shall not make structural modifications to his unit without the written approval of the Board of Directors. The Board of Directors shall be notified in writing of the intended modifications through the Managing Agent, or if no Managing Agent is employed, then through the President of the Association. The Association shall have the obligation to answer an owner's request within fifteen (15) days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modifications or alteration.

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

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

7. Right of Entry.

- (a) An owner shall and does grant the right of entry to the Managing Agent or to any other 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.
- (b) An owner shall permit other owners, or their representatives, 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.

8. Rules and Regulations.

- (a) No member or occupant shall post any advertisement, or posters of any kind in or on any part of the condominium property except as authorized by the Association.
- (b) Owners and occupants shall exercise reasonable 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 occupants of other condominium 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 material 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.

The Board of Directors, pursuant to Paragraph 3(b) of Article IV of these By-Laws, 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.

9. Destruction or Obsolescence. Each owner, upon becoming an owner of a condominium unit, thereby grants his power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the owner's condominium unit upon its damage, destruction or obsolescence.

ARTICLE XI

Condominium unit owners shall have the right to irrevocably constitute 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 the beneficiary any and all rights, privileges and powers that they have as unit owners under the Certificate of Incorporation and By-Laws 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 Managing 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 trust shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve a condominium unit owner, as a mortgagor, 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 XII

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the State of Colorado Condominium Ownership Act. If any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

ARTICLE XIII

This Association is not organized for profit. No member, member of the Board of Directors, officer 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, officer or member; provided, however, always (1) that reasonable compensation may be paid to any member, Director or officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member, 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.

ARTICLE XIV

The persons who shall be authorized to execute any and all contracts, documents, instruments of conveyances or encumbrances, including promissory notes, shall be the President and the Secretary of the Association.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands
this 19th day of August, 1975.

ADRIEL HILLS CONDOMINIUM ASSOCIATION

BY Maithy A. Wendt
Secretary