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BYLAWS  
OF  
BOULDER CREEK CONDOMINIUM ASSOCIATION, INC.

ARTICLE I  
GENERAL CORPORATE MATTERS

1.01 Name. The name of the Corporation is BOULDER CREEK CONDOMINIUM ASSOCIATION, INC. (The "Corporation" or the "Association"). The Corporation is a nonprofit corporation organized under the Colorado Nonprofit Corporation Act.

1.02 Definitions. All terms not specifically defined herein shall have the same meaning or definition as set forth in the Condominium Declaration for Gregory Creek Condominiums, recorded April 17, 1979 at reception #332539 in the real estate records of Boulder County, Colorado (the "Declaration").

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1.03 Registered Office and Registered Agent. The address of the registered office of the Corporation is 712 Arapahoe #2, Boulder, Colorado 80302. The name of the registered agent at this address is Deborah Danko. The registered office and registered agent may be changed as provided by law.

1.04 Seal. The corporate seal of the Corporation, if one is adopted, shall be circular in form, and shall contain the name of the Corporation and the words "Seal" and "Colorado".

1.05 Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

1.06 Purpose. The purpose for which the Association is formed is to govern the condominium property situate in the County of Boulder, State of Colorado, which consists of Units 1 through 6, Building E and Units 1 through 9, Building F, Lots 2 and 3 of the Gregory Creek Subdivision. ("the Property") The Property is subject to the provisions of the Condominium Ownership Act of the State of Colorado and to the Declaration.

1.07 Applicability. All present or future owners, members, tenants, future tenants, or any other person that might use in any manner the facilities of the Property are subject to the Declaration and the mere act of occupancy of any said Unit within the Property will signify that the Declaration and these Bylaws are accepted, ratified and will be complied with.

ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS

2.01 Membership. Each Owner of a Condominium Unit on the Property shall automatically become a member of the Association; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall

not be a member. Said membership is appurtenant to the Unit of said Owner and said membership shall automatically pass with fee simple title to the Unit. Each Owner of a Unit shall automatically be entitled to the benefits and shall be subject to the burdens relating to the membership for his or her Unit. If the fee simple title to a Unit is held by more than one person, all such persons shall be members. No stock shall be issued by the Association.

2.02 Voting. All Members shall be entitled to one vote for each Unit owned. When more than one person holds an ownership interest in any Unit, the vote for such Unit shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. The vote for any Unit may be exercised by any record owner unless an objection is made by any other holder of an ownership interest, in which case the owners shall have until the completion of the voting on that issue to agree among themselves as to how their vote shall be cast. In the event no agreement is reached, their right to vote on that issue is lost.

ARTICLE III  
MEMBER MEETINGS

3.01 Place of Meeting. Meetings of the members of the Association shall be held at the the registered office of the Association or at a place specified in a notice given meeting the requirements of these Bylaws.

3.02 Annual Meeting. The annual meeting of the members shall be held at such place and at such time as the Board of Directors shall designate, provided that the first annual meeting of the Association shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Association shall be held on the same day of the same month of each year thereafter, unless changed by the Board of Directors. At each annual meeting, the members shall transact such business as shall be properly before the meeting, including but not limited to, election of Board Member(s).

3.03 Special Meetings. Special meetings of the members may be called by the President, the Board of Directors, or not less than one-fourth of all the members entitled to vote at the meeting.

3.04 Notice of Meetings--Waiver. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 20 days before the date of the meeting, either personally or by mail, by or at the direction of the President, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed

to the member at his or her address as it appears on the books of the Association, with postage on it prepaid. Waiver by a member in writing of a notice of a members' meeting shall be equivalent to the giving of such notice. Attendance by a member, without objection to the notice, whether in person or by proxy, at a meeting shall constitute a waiver of notice of the meeting. The special meeting shall be held within 40 days of the date the meeting was requested.

3.05 Quorum. Except as otherwise provided in the Declaration or these Bylaws, the presence in person or by proxy of one-third of the members entitled to vote shall constitute a quorum and an affirmative vote of a majority of those present at which a quorum is in attendance either in person or by proxy, shall be necessary to transact business and to adopt decisions binding on all members.

3.06 Adjourned Meetings. If any meeting of members cannot be convened because a quorum has not attended or if the business of the meeting cannot be concluded, the members who are present, either in person or by proxy, may adjourn the meeting for periods of no longer than one week from time to time, until a quorum is obtained or until a conclusion can be reached.

3.07 Proxies. A member may vote either in person or by proxy executed in writing by the owner or by his or her duly authorized attorney-in-fact.

ARTICLE IV  
DIRECTORS

4.01 Number and Qualifications. Until the first meeting of the members, the affairs of the Association shall be managed by the Director named in the Articles of Incorporation. After the first meeting of the members, the business and affairs of the Association shall be managed by a Board of three Directors, who need not be residents of the State of Colorado. The number of Directors may be increased or decreased from time to time by appropriate resolution of the Board of Directors. All persons comprising the Board of Directors shall be Owners of Units. At the first meeting of the members, one Director shall be elected for a three year term, one Director shall be elected to serve a two year term and one Director shall be elected to serve a one year term. Thereafter each Director shall be elected for a three year term. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director and the number of Directors may only be decreased if there are not sufficient members willing to fill the positions on the Board of Directors. Cumulative voting is not permitted. All elections shall be governed by the provisions of the Bylaws of the Corporation.

4.02 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of

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the remaining Directors though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

4.03 Removal. At any annual or special meeting of the Association, duly called, any one or more of the Directors may be removed with or without cause, by a majority of the members, and a successor may then and there be elected to fill the vacancy created.

4.04 Place of Meetings. Meetings of the Board of Directors, annual, regular, or special, may be held either within or without the State of Colorado.

4.05 Quorum for Directors' Meetings. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. If no quorum is present at a meeting, the meeting may be adjourned from time to time. At any such subsequent meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

4.06 Annual Meetings. The Board of Directors shall meet each year immediately after the annual meeting of the members, for the purpose of organization, election of officers, and consideration of any other business that may properly be brought before the meeting. No notice of any kind to either old or new members of the Board of Directors for this annual meeting shall be necessary.

4.07 Other Meetings. Other meetings of the Board of Directors may be held upon notice by letter, telegram, or cable, delivered for transmission not later than during the third day immediately preceding the day for the meeting, or by word of mouth, or telephone, received not later than during the second day immediately preceding the day for the meeting, upon the call of the President or Secretary of the Association at any place within or without the State of Colorado. Notice of any meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to the notice, whether before or after the time of the meeting. Neither the business to be transacted at nor the purpose of any meeting of the Board of Directors need be specified in the notice or waiver of notice of the meeting.

4.08 Quorum. A majority of the number of Directors fixed by the Bylaws shall constitute a quorum for the transaction of business. 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 unless the act of a greater number is required by statute, the Articles of Incorporation, the Bylaws or the Declaration.

4.09 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the

affairs of the Association. The Board of Directors may do all such acts and things not specifically prohibited by law, the Articles of Incorporation, these Bylaws or the Declaration Covenants, including but not limited to:

a) Administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration;

b) Establish and enforce compliance with such rules and regulations as may be necessary, in the judgment of the Board, for the operation, use and occupancy of the property, including the right to amend same from time to time, and to establish penalties for the violation of same;

c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors;

d) Hire and terminate a managing agent or such other employees or agents as they deem necessary;

e) Suspend the voting rights of any member during any period in which such member shall be in default in the payment of any assessment levied by the Association or during any period in which such member shall be in default of any rule, regulation, bylaw, covenant or restriction of the Association;

f) Enter into, make, perform or enforce contracts, licenses and agreements of every kind and description, including without limitation, those certain contracts, licenses, leases, agreements, easements and/or rights-of-way;

g) Establish bank accounts which are interest bearing or non-interest bearing, as may be deemed advisable by the Board of Directors;

h) Impose penalties and collect delinquent assessments by suit or otherwise and to enjoin or seek damages from a member as is provided in the Declaration and these Bylaws;

i) Borrow funds and give security therefor in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration; and

j) Cause to be kept and maintained detailed, full and accurate records of all its acts and corporate affairs as well as books and records showing all of the receipts, expenses or disbursements pursuant to appropriate specificity and itemization and to permit inspection thereof during convenient weekday business hours by any of the members and their mortgagees, and, upon affirmative vote of at least a majority of the members, to cause a complete audit to be made of the books and accounts by a competent certified public accountant;

k) Prepare the annual budget for the Association and establish the amount of the annual assessment for common expenses to be paid by each member in accordance with the Declaration;

l) Establish a reasonable late fee for nonpayment of assessments;

m) Procure and maintain adequate liability and hazard insurance on the common elements and such other insurance policies as the Board deems necessary or advisable; and

n) In general, to carry on the administration of the Association and to do all of those things necessary or desirable in order to carry out the governing and operation of the Association.

4.10. Managing Agent. The Board of Directors may employ for the Association a managing agent to perform such duties and services as it shall authorize. The Board of Directors may delegate any of the powers and duties granted to it but notwithstanding such delegation, shall not be relieved of its responsibility under the Declaration. Any contract of employment entered into with a managing agent must, however, be limited to a term not exceeding three years and must provide that it is cancellable by the Association without cause, upon sixty days written notice, and with cause at any time.

4.11. Compensation. The Board of Directors shall serve without compensation. The Board may require any officers, employees or agents responsible for Association funds to furnish fidelity bonds. The premiums on such bonds may be paid by the Association. All actions or decisions of the Board and the Directors in their capacity as members of the Board of Directors made in good faith and using reasonable care shall be without recourse by the Association or any member.

ARTICLE V  
ASSOCIATION OFFICERS

5.01. Officers. The officers of the Association shall consist of a President, Secretary and Treasurer and such other officers and assistant officers and agents as may be deemed necessary by the Board of Directors, each of whom shall be elected by the Board of Directors at its annual meeting. Each of the officers shall serve at the pleasure of the Board of Directors for no compensation and any officer may be removed by the Board of Directors with or without cause. A replacement for each removed officer shall be installed no later than the next meeting of the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary. Officers need not be directors of the Association, however all officers must be members of the Association.

6.02 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board.

5.03 Vacancies. Whenever any vacancies shall occur in any office by death, resignation, increase in the number of offices of the Association, or otherwise, the vacancy shall be filled by the Board of Directors, and the officer so elected shall hold office until his or her successor is chosen and qualified.

5.04 The President. The President shall have active executive management of the operations of the Corporation, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of shareholders and Directors, discharge all the duties that devolve upon a presiding officer, and perform such other duties as the Bylaws provide or the Board of Directors may prescribe.

5.05 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 if the President is unable for any reason to exercise his or her powers and functions.

5.06 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Association; keep the corporate seal of the Association; serve notice of meetings of the Board and of the Association; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

5.07 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall cause such funds to be disbursed in payment of valid obligations of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, if so directed by the Board of Directors or if requested to do so by a First Mortgagee and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

ARTICLE VI  
INDEMNIFICATION

6.01 Definitions. For purposes of this Article, the following terms shall have the meanings set forth below:

a. Code. The term "Code" means the Colorado Corporation Code and the Colorado Nonprofit Corporation Act as they exist on the date of the adoption of this Article and as they may hereafter be amended from time to time, but in the case of any amendment, only to the extent that the

amendment permits the Corporation to provide broader indemnification rights than the Code permitted the Association to provide at the date of the adoption of this Article and prior to the amendment.

b. Corporation. The term "Corporation" means the Association and, in addition to the resulting or surviving corporation, any domestic or foreign predecessor entity of the corporation in a merger, consolidation or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

c. Expenses. The term "expenses" means the actual and reasonable expenses (including but not limited to expenses of investigation and preparation and fees and disbursements of counsel, accountants or other experts) incurred by a party in connection with a proceeding.

d. Liability. The term "liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to any employee benefit plan) or expenses incurred with respect to a proceeding.

e. Party. The term "party" means any individual who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that she is or was a director, officer or employee of the Corporation or any individual who, while a director, officer or employee of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust or other enterprise.

f. Proceeding. The term "proceeding" means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitral or investigative (including an action by or in the right of the Corporation), and whether formal or informal.

6.02 Right to Indemnification. The Corporation shall indemnify any party to a proceeding against liability incurred in, relating to or as a result of the proceeding to the fullest extent permitted by law (including without limitation in circumstances in which, in the absence of this Section 6.02, indemnification would be (a) discretionary under the Code or (b) limited or subject to particular standards of conduct under the Code).

6.03 Advancement of Expenses. In the event of any proceeding in which a party is involved or which may give rise to a right of indemnification under this Article, following written request to the Corporation by the party, the Corporation shall pay



to the party, to the fullest extent permitted by law (including without limitation in circumstances in which, in the absence of this Section 6.03, indemnification would be (a) discretionary under the Code or (b) limited or subject to particular standards of conduct under the Code), amounts to cover expenses incurred by the party in, relating to or as a result of such proceeding in advance of its final disposition.

6.04 Proceedings by a Party. The Corporation shall indemnify or advance expenses to a party in connection with any proceeding (or part thereof) initiated by the party only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

6.05 Subrogation. In the event of any payment under this Article, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnified party, who shall execute all papers and do everything that may be necessary to assure such rights of subrogation to the Corporation.

6.06 Other Payments. The Corporation shall not be liable under this Article to make any payment in connection with any proceeding against or involving a party to the extent the party has otherwise actually received payment (under any insurance policy, agreement or otherwise) of the amounts otherwise indemnifiable hereunder. A party shall repay to the Corporation the amount of any payment the Corporation makes to the party under this Article in connection with any proceeding against or involving the party, to the extent the party has otherwise actually received payment (under any insurance policy, agreement or otherwise) of such amount.

6.07. Insurance. So long as any party who is or was an officer or director of the Corporation may be subject to any possible proceeding by reason of the fact that she is or was an officer or director of the Corporation (or is or was serving in any one or more of the other capacities covered by this Article during her tenure as officer or director), if the Corporation maintains an insurance policy or policies providing directors' and officers' liability insurance, such officer or director shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage applicable to any then current officer or director of the Corporation, or the Corporation shall purchase and maintain in effect for the benefit of such officer or director one or more valid, binding and enforceable policies of directors' and officers' liability insurance providing, in all respects, coverage at least comparable to that provided to any then current officer or director of the Corporation.

6.08 Other Rights and Remedies. The rights to indemnification and advancement of expenses provided in this Article shall be in addition to any other rights to which a party may have or hereafter acquire under any law, provision of the

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Articles of Incorporation, any other or further provision of these Bylaws, vote of the Directors, agreement or otherwise. The Corporation shall have the right, but shall not be obligated, to indemnify or advance expenses to any agent of the Corporation not otherwise covered by this Article in accordance with and to the fullest extent permitted by the Code.

6.09 Applicability; Effect. The rights to indemnification and advancement of expenses provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party during the period such party serves in any one or more of the capacities covered by this Article, shall continue thereafter so long as the party may be subject to any possible proceeding by reason of the fact that he or she served in any one or more of the capacities covered by this Article, and shall inure to the benefit of the estate and personal representatives of each such person. Any repeal or modification of this Article or of any Section or provision hereof shall not affect any rights or obligations then existing. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and each party covered hereby.

6.10 Severability. If any provision of this Article shall be held to be invalid, illegal or unenforceable for any reason whatsoever (a) the validity, legality and enforceability of the remaining provisions of this Article (including without limitation, all portions of any Sections of this Article containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the provisions of the Article (including, without limitation, all portions of any Section of this Article containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent of this Article that each party covered hereby is entitled to the fullest protection permitted by law.

#### ARTICLE VII AMENDMENTS

These Bylaws may be amended by the members of the Association and no amendment shall be effective unless approved by members representing at two-thirds of the units and any notice of any meeting therefor shall specify the nature and text of any proposed amendment or amendments, provided that these Bylaws shall at all times comply with the provisions of C.R.S. 38-33-106, as amended.

#### ARTICLE VIII MISCELLANEOUS

8.01 Proof of Ownership. Every person becoming an owner of a Unit shall immediately furnish to the Board of Directors a photocopy of the instrument vesting ownership. A member shall not be deemed to be in good standing nor shall he or she be entitled

to vote at any annual or special meeting of members unless this requirement is first met.

8.02 Inspection of Records. Any owner or mortgagee of a Unit may inspect the records of receipts and expenditures of the Board of Directors at convenient weekday business hours, and upon ten days' notice to the Board of Directors or managing agent, if any, and upon payment of a reasonable fee, any owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 7th day of February, 1992.

BOARD OF DIRECTORS

[Signature]  
Anne M Wallace  
[Signature]  
Deborah J Danko

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Secretary of the corporation does hereby certify that the above and foregoing Bylaws were duly adopted by the Directors of said corporation as the Bylaws of said corporation on the 7th day of February, 1992, and that they do now constitute the Bylaws of said corporation.

[Signature]  
Anne M Wallace  
Secretary