

**AMENDED AND RESTATED BYLAWS
OF
FIRST WESTWIND AT VAIL CONDOMINIUMS ASSOCIATION, INC.**

Amended and Restated as of September 11, 2021

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**AMENDED AND RESTATED
BYLAWS
OF
FIRST WESTWIND AT VAIL CONDOMINIUMS ASSOCIATION, INC.**

RECITALS

First Westwind at Vail Condominiums Association, Inc., a Colorado nonprofit corporation (“**Association**”), certifies that:

- (1) The Association and its Members desire to amend and restate the Bylaws currently in effect as set forth below.
- (2) The provisions set forth in these Amended and Restated Bylaws supersede and replace the existing Bylaws and all amendments.

The Bylaws of the Association are hereby amended by striking in their entirety Articles I through X, inclusive, and by substituting the following:

ARTICLE 1 INTRODUCTION AND PURPOSES

Section 1.1 Introduction.

These Amended and Restated Bylaws are adopted for the regulation, management and governance of the affairs of the Association. The Association was organized as a Colorado nonprofit corporation under Colorado law to act as the Association under the Condominium Declaration for First Westwind at Vail Condominiums dated November 21, 1969, and recorded November 26, 1969 in Book 216 at Page 473 of the Eagle County, Colorado real property records, as amended by First Amendment to Condominium Declaration for First Westwind at Vail Condominiums dated March 6, 2010 recorded April 1, 2010 at Reception No. 201006151 of the aforesaid real property records (as the same may hereafter be further amended or restated, collectively, the “**Declaration**”).

Section 1.2 Purposes.

The purposes for which the Association is formed are:

- (a) to protect the value and desirability of the First Westwind at Vail Condominiums community (the “**Community**”) and the Units;
- (b) to further the interests of the residents of the Community and Members of the Association;
- (c) to operate and govern the Community;

(d) to provide for the administration, maintenance, preservation and architectural review of the Units and Common Elements within the Community; and

(e) to promote the health, safety, welfare and recreation of the Owners within the Community.

ARTICLE 2 DEFINITIONS

In supplement of the definitions provided for in the Declaration, the following terms shall have the meaning set forth below, unless the context requires otherwise:

Section 2.1 Act.

“**Act**” shall mean the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-101 *et. seq.*, as it may be amended.

Section 2.2 Assessment.

“**Assessment**” shall include all Common Expense Assessments utility Assessments, and any other expense levied to Units pursuant to or allowed under the Declaration or the Act, including interest, late fees, attorney fees, fines and costs.

Section 2.3 Association.

“**Association**” shall mean and refer to the First Westwind at Vail Condominiums Association, Inc., and its successors and assigns.

Section 2.4 Board or Board of Directors or Executive Board.

“**Board**” or “**Board of Directors**” or “**Executive Board**” shall mean the body designated in the Governing Documents to act on behalf of the Association.

Section 2.5 Common Elements.

“**Common Elements**” shall mean the Property within this Community other than the Units, which portion of the Property may be designated on the Map and in the Declaration. Common Elements shall include Limited Common Elements. The Common Elements shall be owned, as tenants in common, by the Owners of the separate Units, each owner of a Unit having an undivided interest in the Common Elements.

Section 2.6 Common Expenses.

“**Common Expenses**” shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Section 2.7 Community or First Westwind at Vail Condominiums Community.

“**Community**” or “**First Westwind at Vail Condominiums Community**” shall mean the First Westwind at Vail Condominiums Community, as further defined by the recorded Condominium Map and the Declaration.

Section 2.8 Declaration.

“**Declaration**” shall have the meaning ascribed thereto in Section 1.1.

Section 2.9 Governing Documents.

“**Governing Documents**” shall mean the Declaration, the Map, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and the Responsible Governance Policies of the First Westwind at Vail Condominiums Association, Inc., as they may be amended.

Section 2.10 Management Company.

“**Management Company**” shall mean any individual or entity (including, but not limited to a corporation, partnership or trust) which manages or contracts to manage the affairs of the Association or provides or contracts to provide management services to the Association or which acts or contracts to act as rental agent for or provides or contracts to provide rental management services to the Owners of two or more Units in the Project and which seeks to use or occupy on premises facilities for use in connection with the providing of such rental services.

Section 2.11 Member

“**Member**” shall mean any Owner. The terms “Member” and “Owner” may be used interchangeably.

Section 2.12 Owner.

“**Owner**” shall mean the owner of record title, whether one or more persons or entities to any Unit which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 2.13 Property.

“**Property**” shall mean the property described in or which is subject to the Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

Section 2.14 [Intentionally omitted].

Section 2.15 [Intentionally omitted].

Section 2.16 Unit.

“**Unit**” shall mean a physical portion of the Community, designated for separate ownership, shown as a Unit on the recorded Map for the Community, the boundaries of which are defined in the Map and in the Declaration.

Section 2.17 Voting Percentage.

“**Voting Percentage**” and “**Voting Percentages**” shall mean the percentage allocated to each Unit pursuant to Exhibit B to the Declaration. The term also includes the total of all Voting Percentages required to approve an action proposed to the Members entitled to vote on that action.

ARTICLE 3 MEMBERSHIP AND VOTING

Section 3.1 Membership and Voting.

Every person who is an Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership. For the purposes of these Bylaws, all co-Owners of record of a Unit, the general partners of any partnership Owner, any person who, along with their spouse, is a twenty percent (20%) shareholder of a corporate Owner, the beneficiary of any trust who owns a Unit and any other person who, by whatever means, is the beneficial owners of a Unit or a fractional interest therein shall be an Owner. Voting rights shall be as set forth in the Declaration, and all references in these Bylaws to votes by Members shall be in accordance with the Voting Percentages. Fractional and cumulative voting are prohibited.

Section 3.2 Suspension of Voting Rights and Use Rights.

During any period in which an Owner shall be in default in the payment of any Common Expense Assessment, including interest, fines, late fees, attorney fees and costs, levied by the Association, the voting rights of the Owner and right to use of the recreational facilities by the Owner or their guests shall be deemed suspended by the Board of Directors, without notice or hearing, until the Assessment has been paid. Voting rights and use rights of an Owner may also be suspended for a period not to exceed sixty (60) days or during any period of violation of any other provision of the Governing Documents, whichever is greater.

Section 3.3 Member Voting.

(a) At all meetings of Members, each Member eligible to vote may vote in person or by proxy.

(b) If only one of several Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to such Unit.

(c) If more than one of several Owners of a Unit are present, the vote allocated to the Unit may be cast only in accordance with the agreement of a majority of those Owners. Majority agreement exists if any one of the Owners casts the vote allocated to the Unit without protest being made promptly to the person presiding over the meeting by another Owner of the

Unit. In the event of disagreement between or among several Owners of a Unit and an attempt by two or more of such Owners to cast conflicting votes, the Voting Percentage allocated to the Unit shall not be counted.

(d) In the absence of express notice of the designation of a different specific person to the Board of Directors, the vote of a corporation or business trust may be cast by any officer of that corporation or business trust, the vote of any limited liability company or other legal entity other than a corporation or business trust may be cast by the designated member, manager or officer of that entity, and the vote of any non-business trust (i.e., a family trust or personal trust) may be cast by the trustee or primary beneficiary of that trust.

(e) In the absence of express notice of the designation of a different specific person to the Board of Directors, the vote of a partnership may be cast by any general partner of the owning partnership.

(f) The chair of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust Owner is qualified to vote.

(g) Voting Percentages allocated to Units owned by the Association may be cast by the Board.

Section 3.4 Transfer of Membership.

Transfers of membership shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Unit to which the membership is appurtenant.

ARTICLE 4 MEETINGS OF MEMBERS

Section 4.1 Annual Meetings.

An annual meeting of the Members shall be held during each of the Association's fiscal years, at such time of the year and date as determined by the Board. At each annual meeting of the Members, the Members shall agree on the date of the next annual meeting. The Board members shall be elected by the Members at the annual meeting, in accordance with the provisions of these Bylaws. The Members may transact other business as may properly come before them at the annual meeting. Failure to hold an annual meeting shall not be considered a forfeiture or dissolution of the Association.

Section 4.2 Special Meetings.

Special meetings of the Association may be called by the president, by a majority of the members of the Board of Directors, or by the secretary upon receipt of a petition signed by Owners holding at least 25% of the total Voting Percentages in the Association. The form of notice, date, time and place of the meeting shall be determined by the Board. If a notice for a special meeting demanded pursuant to petition is not given by the secretary within 30 days after the date the written demand or demands are delivered to the secretary, the person(s) signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the terms of these Bylaws.

Any meeting called under this Section shall be conducted by the president of the Association, or in his/her absence, a person chosen by a majority of the Board.

Section 4.3 Notice of Meetings.

Notice of each meeting of the Members shall be physically posted in a conspicuous place if feasible and practicable at least 24 hours prior to any meeting of the Members. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, or by personal delivery, and by e-mail to any Member who requests, and who provides his or her e-mail address to the Association, at least ten (10) days before, or if the notice is mailed by other than first class or registered mail, at least thirty (30) days, but not more than sixty (60) days before the meeting to each Member, addressed to the Member's address last appearing on the books of the Association, or supplied by a Member to the Association for the purpose of notice. In addition to mailing, but not in lieu of, notice may also be sent by any other means permitted by the Colorado Revised Nonprofit Corporation Act, including, but not limited to, facsimile. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. No matters shall be heard nor action adopted at a special meeting except as stated or allowed in the notice.

Section 4.4 Place of Meetings; Member Appearance by Electronic Means.

Meetings of the Members shall be held in any location in the Vail or Eagle County area, and may be adjourned to a suitable place convenient to the Members, as may be designated by the chair of the meeting. With respect to any particular meeting of the Members, the Members by affirmative vote of more than 50% of the total Voting Percentages in the Association may agree to hold a meeting in any location outside of Eagle County. Members may attend any meeting by using an electronic or telephonic communication method whereby all persons participating in the meeting may hear each other during the meeting. Further, at the Board of Director's discretion, the Board of Directors may require that meetings of the Members be held solely using a fully electronic or telephonic communication method whereby all Members may be heard by the other Members and may hear the deliberations of the other Members on any matter properly brought before the Members. In such case, a Member's physical presence at the meeting is neither desired nor requested. If a Member attends a meeting by using an electronic or telephonic communication method, the Member must indicate on a form provided by the Board of Directors that the Unit Owner shall personally attend the meeting by electronic or telephonic means. If a Member attends a meeting by using an electronic or telephonic communication method, the Member's vote shall be counted and the presence noted as if that Member were present in person. However, due to the difficulty of Members participating in a Members' meeting by electronic or telephonic means to effectively engage in debate during a meeting, Members participating by electronic or telephonic means shall be precluded from speaking during the meeting unless the Member follows the guidelines set forth by the Board of Directors for electronic or telephonic attendance, including without limitation, requiring members to relay questions and/or comments prior to speaking via other means such as email and/or video conferencing chat functions and requiring Members to remain silent unless explicitly given permission to speak by the Association's president, the Chair of the meeting or another party who has been given authority to allow Members to speak in the meeting.

Section 4.5 Quorum of Members.

The presence of 50% of the total Voting Percentages in the Association shall constitute a quorum for any action except as otherwise provided in the Governing Documents. If the required quorum is not present, the Members who are present shall have power to adjourn the meeting from time to time to a later date, until such time as a quorum shall be present. If adjourned, notice of the new date, time or place need not be given if the new date, time or place is announced at the meeting before adjournment.

Section 4.6 Proxies for Members Meetings.

(a) The Voting Percentage allocated to a Unit may be cast under a proxy duly executed by an Owner.

(b) All proxies shall be in writing and filed with the secretary or designee of the Association.

(c) If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of the vote by the other Owners of the Unit through a duly executed proxy. In the event of disagreement between or among several Owners of a Unit and an attempt by two or more of such Owners to cast conflicting votes, the Voting Percentage allocated to the Unit shall not be counted.

(d) An Owner may revoke a proxy given under this Section by written notice of revocation to the person presiding over a meeting of the Association. Proxies can be revoked at any time up until 24 hours prior to commencement of a meeting.

(e) A proxy is void if it is not dated. A proxy shall not be valid if obtained through fraud or misrepresentation.

(f) A proxy terminates 11 months after its date, unless it specifies a shorter term or a specific purpose, or upon sale of the Unit for which the proxy was issued.

Section 4.7 Order of Business and Rules of Procedure.

The Board may establish the order of business for all meetings of the Members. All meetings of the Members shall be conducted in accordance with Robert's Rules of Order, except as the same may conflict with specific rules adopted by the Board, these Bylaws, the Articles of Incorporation, the Declaration or the Colorado Nonprofit Corporation Law. Failure to strictly follow Robert's Rules of Order shall not invalidate any action taken at a meeting of the Members.

Section 4.8 Waiver of Objection of Notice.

A Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member, at the beginning of the meeting, objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice. Further, a Member's attendance at a meeting waives objection to consideration of a particular matter at the

meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 4.9 Voting Procedures/Secret Balloting.

(a) Secret ballots, when required by law, must be used in contested Board member elections and in any other matter as required by law.

(b) All other voting may be by voice, by show of hands, by consent, by mail, by electronic means, by proxy, by written ballot, or as otherwise determined by the Board of Directors prior to the meeting or by more than 50% of the total Voting Percentages in the Association present at a meeting.

Section 4.10 Voting by Mail or Electronic Means.

(a) Any action required to be taken or which may be taken at a meeting of the Members may be taken without a meeting of the Members entitled to vote with respect to the subject matter of the action, if a consent in writing setting forth the action to be taken is signed by at least 67% of the total Voting Percentages in the Association. Any such vote taken by mail or electronic means shall be deemed a meeting of the Members entitled to vote with respect to the subject matter of the proposed action.

(b) In case of a vote by mail or electronic means in lieu of a meeting, the secretary shall mail or deliver written notice to all Members entitled to vote with respect to the subject matter of the action, at each Member's address as it appears in the records of the Association given for notice purposes. The notice shall include: (i) a statement of the proposed action, (ii) a statement that the noticed Members are entitled to vote by mail or electronic means for or against such proposal, (iii) a date not less than thirty (30) days before but not more than fifty (50) days after the date such notice shall have been given on or before which all votes must be received at the office of the Association at the address designated in the notice, and (iv) the number of votes which must be received to meet the quorum requirement and the Voting Percentage received needed to carry the vote. Voting by mail or electronic means shall be acceptable in all instances in the Governing Documents requiring the vote of Members at a meeting.

(c) The Association may conduct elections of members of the Board by mail or electronic means, in its sole discretion, and pursuant to procedures adopted by it; provided however, that any procedures adopted shall provide for notice to Members of the opportunity to run for a vacant position and/or nominate any Member of the Association for a vacant position, subject to the nominated Member's consent.

Section 4.11 Voting in Elections of Directors/Other Voting.

(a) In an election of members of the Board, the Members receiving more than 50% of the total Voting Percentages in the Association shall be elected. On all other items, the vote of more than 50% of the total Voting Percentages in the Association represented at a meeting at which at least a quorum is present shall constitute a majority and shall be binding upon all Members entitled to vote on the matter for all purposes except where a higher

percentage vote is required in the Governing Documents, as amended, or by law. In no event shall the vote or votes of a Member exceed the Voting Percentage allocated to that Member's Unit. Fractional and cumulative voting are prohibited.

(b) In case of election of members of the Board by mail or electronic means, the existing Board of Directors shall advise the secretary in writing of the names of proposed Board members sufficient to fill the vacant or expiring seats on the Board to be filled by such vote and of a date not less than fifty (50) days nor more than seventy five (75) days after such advice is given by which all votes are to be received. The secretary, within five (5) days after such advice is given, shall give written notice of the number of members of the Board to be elected and the names of the nominees to all Owners. The notice shall state that any such Owner or co-Owner may nominate an additional candidate or candidates, not to exceed the number of Board members to be elected, by notice in writing to the secretary at the address specified in the notice, to be received on or before a specified date which is not less than fifteen (15) days from the date the notice is given by the secretary. Within five (5) days after such specified date, the secretary shall give written notice to all Owners, stating the number of Board members to be elected, stating the names of all persons nominated by the Board of Directors and by the Members on or before said specified date, stating that each Owner may vote by mail, and stating the date established by the Board by which such votes must be received by the secretary at the address specified in the notice. Votes received after that date shall not be effective. All persons elected as members of the Board pursuant to such an election by mail shall take office effective on the date specified in the notice for receipt of such votes.

Section 4.12 Acceptance or Rejection of Individual Votes.

The Association has the right to reject a vote, consent, written ballot, waiver, proxy appointment or proxy appointment revocation when it has a reasonable, good faith basis to doubt the validity of the signature or the signatory's authority to sign for the Owner. The Association and its officer or agent who accepts or rejects any of the above in good faith is not liable for any damages that may result from the acceptance or rejection. Unless a court decides otherwise, any action taken on the acceptance or rejection of any of the above will be deemed valid.

Section 4.13 Counting of Ballots.

All ballots shall be counted by a neutral third party, or a committee of volunteers who are not Board members and not candidates in a contested election, selected or appointed at an open meeting in a fair manner by the chair of the Board or person presiding at such meeting or as otherwise required by law and as may be further defined by policy or procedures of the Association.

ARTICLE 5 BOARD

Section 5.1 Number.

The affairs of the Association shall be governed by a Board of Directors which shall consist of five (5) members, elected or appointed as provided below. In the case where through removal or resignation, the total number of Board members is less than five, the Board will be considered properly constituted until such vacancies are filled. The number of members of the Board may be

increased or decreased by amendment of these Bylaws, but in no event shall the number of members of the Board be decreased to fewer than five (5), nor more than ten (10) members, nor shall any amendment of these Bylaws reducing the number of members of the Board have the effect of shortening the term of any incumbent member of the Board.

Section 5.2 Qualification.

(a) Only one Owner per Unit, eligible to vote, current in the payment of Assessments, and otherwise in good standing, may be elected to, or appointed to fill a vacancy on the Board.

(b) If any Unit is owned by a partnership, corporation or trust or other legal entity, any officer, partner, trustee or employee of that entity shall be eligible to serve as a director and shall be deemed to be a Member for purposes of satisfying the quorum and voting requirements under these Bylaws.

(c) Any member of the Board who is more than 30 days delinquent in payment of any Assessment shall not be qualified to serve on the Board.

(d) Any member of the Board who has unexcused absences from three consecutive Board meetings shall not be qualified to serve on the Board. An absence will be excused if the absent Board member notifies the president of the planned absence and the reason for the absence at least three days before the meeting, and a majority of the remaining Board members approve the absence as being for a valid purpose.

(e) Any Board member who is in violation of any provision of the Governing Documents of the Association for more than thirty (30) days shall not be qualified to serve on the Board.

(f) Any Board member who maintains an adversarial proceeding of any type against the Association shall not be qualified to serve on the Board for the duration of the proceeding.

(g) Any Board member who discloses confidential information acquired by virtue of his or her position on the Board shall not be qualified to serve on the Board. Information will be deemed "confidential" if a majority of the Board of Directors determines, in its sole discretion, that it is confidential prior to the disclosure. The Board may also adopt rules, regulations, policies, and/or procedures further addressing confidentiality.

(h) If a Board Member is not qualified to serve on the Board, that Board Member's position shall be deemed vacant.

Section 5.3 Term of Office for Directors.

The term of office of members of the Board shall be one (1) year or until such Board member's successor is duly elected and qualified. The terms of the Board members shall be staggered. The terms of at least 1/3 of the Board members shall expire annually.

Section 5.4 Resignation of Directors.

Any Board member may resign at any time by giving written notice to the president, to the secretary or to the Board of Directors stating the effective date of the resignation. Acceptance of a resignation shall not be necessary to make the resignation effective.

Section 5.5 Removal of Directors.

(a) One or more Board members or the entire Board of Directors may be removed at a Special Meeting of Members called pursuant to these Bylaws, with or without cause, by at least 67% of the total Voting Percentages in the Association. If less than the entire Board is to be removed, no one Board member may be removed if a sufficient number of the Voting Percentages are cast against that Board member's removal, which would be sufficient to elect that Board member. Notice of a Special Meeting of the Members to remove a Board member of the entire Board shall set forth that the meeting is being conducted for that purpose and shall be provided to every Member of the Association, including the Board members sought to be removed, as provided in these Bylaws. Board members sought to be removed shall have the right to be present at this meeting and shall be given the opportunity to speak to the Members prior to a vote to remove being taken.

(b) In the event of removal of one or more Board members, a successor shall be elected by the Members at the meeting to serve for the unexpired term of his or her predecessor.

Section 5.6 Vacancies.

Vacancies on the Board caused by any reason (other than removal) may be filled by appointment by a majority vote of the remaining Board members at any time after the occurrence of the vacancy, even though the Board members present at that meeting may constitute less than a quorum. Each person so appointed shall be a member of the Board of Directors who shall serve for the remainder of the unexpired term of the Board member whose vacancy is filled by the person appointed to fill that vacancy.

Section 5.7 Compensation.

No Board members shall receive compensation for any service the Board member may render as a Board member to the Association. However, any Board member may be reimbursed for actual expenses incurred in the performance of Association duties and/or provided a stipend, if allowed by applicable law.

ARTICLE 6 MEETINGS OF THE BOARD

Section 6.1 Regular Meetings.

Regular meetings of the Board of Directors shall be held annually immediately following the annual meeting for the Members, and at such times, place and hour as may be fixed by the Board. The Board may set a schedule of regular meetings by resolution, and no further notice is necessary to constitute such scheduled regular meetings.

Section 6.2 Special Meetings.

Special meetings of the Board of Directors shall be held when called by the president, or by any two Board members, after not less than three (3) days' prior notice to each Board member.

Section 6.3 Notice of Board Meetings.

Except as provided in Section 6.1 above or below, written notice of each meeting of the Board shall be given by, or at the direction of, the secretary, by mailing a copy of the notice, postage prepaid, at least three days before the meeting, or by any other means permitted by the Colorado Revised Nonprofit Corporation Act, including, but not limited to, personal delivery, facsimile, and e-mail delivery, to each Board member entitled to vote, addressed to the Board member's address last appearing on the books of the Association, or supplied by a Board member to the Association for the purpose of notice. If a notice for a special meeting demanded pursuant to Section 6.2 is not given by the Board within 30 days after the date the written demand or demands are delivered to the Board, the Board members signing the demand or demands may set the time and place of the meeting and give notice, pursuant to the above terms of Section 6.3 of these Bylaws. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 6.4 Location of Meetings and Open Meetings.

- (a) All meetings of the Board of Directors shall be open to attendance by Members, as provided by the Act.
- (b) All meetings of the Board of Directors shall be held in the Community, in Vail, or in any other location within Eagle County, unless all Board members consent in writing to another location.
- (c) All meetings of the Board of Directors may be conducted in person, via conference call, via electronic means, or via any other method permitted by applicable Colorado law.
- (d) Rules and Regulations of the Association may be adopted in open meetings of the Board, and may not be adopted in closed or executive sessions of the Board.
- (e) For any executive session or closed Board meeting, minutes kept for that part of the meeting should only indicate that an executive session was held and the general subject of the executive session.

Section 6.5 Waiver of Notice.

Any Board member may waive notice of any meeting in writing. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice. If all the Board members are present at any meeting, no notice shall be required, and any business may be transacted at the meeting in accordance with the Governing Documents.

Section 6.6 Order of Business and Rules of Procedure.

The Board may establish the order of business for all meetings of the Board and of committees of the Board. All meetings of the Board and of committees of the Board shall be conducted in accordance with Robert's Rules of Order, except as the same may conflict with specific rules adopted by the Board, these Bylaws, the Articles of Incorporation, the Declaration or the Colorado Nonprofit Corporation Law. Failure to strictly follow Robert's Rules of Order shall not invalidate any action taken at a meeting of the Board or of a committee of the Board.

Section 6.7 Quorum.

At all meetings of the Board a majority of the Board members currently qualified and in office shall constitute a quorum for the transaction of business, unless there are fewer than three qualified Board members, in which case all Board members must be present to constitute a quorum. The votes of a majority of the Board members present at a meeting at which a quorum is present shall constitute a decision of the Board unless there are fewer than three Board members, in which case, unanimity of the Board members is required to constitute a decision of the Board. If at any meeting there shall be less than a quorum present, a majority of those present may adjourn the meeting.

Section 6.8 Proxies for Board Meetings.

For the purposes of determining a quorum with respect to a particular issue and for the purposes of casting a vote for or against that issue, a director may execute, in writing, a proxy to be held by another director. The proxy shall specify a yes, no, or abstain vote on each particular issue for which the proxy was executed. Proxies which do not specify a yes, no, or abstain vote shall not be counted for the purpose of having a quorum present nor as a vote on the particular issue before the Board.

Section 6.9 Consent to Corporate Action.

The Board members shall have the right to take any action, except the adopting of a rule or regulation, in the absence of a meeting, which they could otherwise have taken at a meeting, by:

(a) Obtaining the unanimous verbal vote of all Board members which vote shall be noted in the minutes of the next meeting of the Board and ratified at that time; or

(b) Providing written notice to each director of a proposed action to be taken. Such notice shall include the date and time by which the Board members must respond to the proposed action and shall state that failure to respond by the time stated in the notice will have the same effect as abstaining in writing to a proposed action and failing to demand in writing that action not be taken without a meeting. Upon receiving written notice of a proposed action, each director, by the date and time provided for in such notice, may: (i) vote in writing for such action; (ii) vote in writing against such action; (iii) abstain in writing from voting; (iv) fail to respond or vote; or (v) demand in writing that action not be taken without a meeting.

(1) In the event a sufficient number of affirmative votes for the proposed action, pursuant to these Bylaws, are cast in writing and not revoked by the time stated in the notice for such proposed action, the Board may take such action unless

one or more Board members demands that the action not be taken without a meeting. In the event action is taken pursuant to this provision, the action shall be noted in the minutes of the next meeting of the Board and ratified at that time.

(2) Any director who in writing has voted, abstained, or demanded action not be taken without a meeting pursuant to this Section may revoke such vote, abstention, or demand in writing; provided such revocation is received by the Association by the time and date stated in the notice for such proposed action. A director's right to demand that action not be taken without a meeting shall be deemed to have been waived unless the Association receives such demand from the director in writing by the time stated in the notice for such proposed action and such demand has not been revoked.

(c) Any action taken under subsections (a) and (b)(1) above shall have the same effect as though taken at a meeting of the Board members and shall be effective at the end of the time stated in the notice for such proposed action.

Section 6.10 Telephone or Electronic Communication in Lieu of Attendance.

A director may attend a meeting of the Board by using an electronic or telephonic communication method whereby the director may be heard by the other directors and may hear the deliberations of the other directors on any matter properly brought before the Board. In certain circumstances and at the Board's discretion, the Board may require that Board meetings be held solely using an electronic or telephonic communication method whereby the director may be heard by the other directors and may hear the deliberations of the other directors on any matter properly brought before the Board. In such case, a director's physical presence at the meeting is neither desired nor requested. The director's vote shall be counted and the presence noted as if that director were present in person.

Section 6.11 Unit Owner Participation.

Owners must be allowed to speak before the Board votes on any issue under discussion. The Board shall allow a reasonable number of persons to speak on each side of the issue, but the Board may place reasonable restrictions on the time allowed for each Owner to speak. Owners may also be allowed to speak at such other times as the Board, in its sole discretion, deems appropriate.

ARTICLE 7 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers and Duties.

The Board may act in all instances on behalf of the Association, except as provided in the Governing Documents or the Act. The Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Community, and for the operation and maintenance of the Community as a first class mixed use community, including the following powers and duties:

(a) Exercise any other powers conferred by the Governing Documents;

(b) Adopt and amend Rules and Regulations, including responsible governance policies, procedures and rules and regulations as required by the Act, and including penalties for infraction thereof;

(c) Adopt and amend budgets (subject to any requirements of the Declaration and the Bylaws); provided, however, notwithstanding anything contained in these Bylaws to the contrary, the Board of Directors shall have the absolute right, without limitation, to approve and disburse emergency expenditures which exceed any approved budget as provided in the Declaration;

(d) To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Association;

(e) Collect Assessments as provided by the Governing Documents;

(f) Employ a Management Company, independent contractors or employees as it deems necessary, and prescribe their duties;

(g) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents, and, in the Association's name, on behalf of the Association or two or more Owners, on matters affecting the Community;

(h) Provide Association disclosures required by, and pursuant to, the Governing Documents and the Act;

(i) Make contracts, administer financial accounts and incur liabilities in the name of the Association;

(j) Acquire, hold, encumber and convey, in the Association's name and in the ordinary course of business, any right, title or interest to real estate or personal property, pursuant to the consent requirements set forth in the Governing Documents, if any. Conveyances or encumbrances shall be by instrument executed by any officer of the Association, or executed by such other person or persons to whom such authority may be delegated by the Board pursuant to resolution;

(k) Borrow funds and secure loans with an interest in future Assessments in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these Bylaws, and to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary and give security therefore, subject to the requirements set forth in the Declaration;

(l) Provide for the indemnification of the Association's Board members and any person serving without compensation at the request of the Association, and maintain association professional liability insurance;

(m) Supervise all persons acting on behalf of and/or at the discretion of the Association;

(n) Procure and maintain liability and hazard insurance as set forth in the Governing Documents;

(o) Cause all persons having fiscal responsibilities for the assets of the Association to be insured and/or bonded, as it may deem appropriate;

(p) Provide education to Board members and Owners on an annual basis; and

(q) Exercise for the Association all powers, duties, rights and obligations in or delegated to the Association and not reserved to the membership by other provisions of the Governing Documents or the Act.

Section 7.2 Management Company.

(a) The Board may employ a Management Company for the Community, at a compensation established by the Board, to perform duties and services authorized by the Board. Such compensation shall not exceed the lesser of (i) one hundred six percent (106%) of the management fees (or economic cash equivalent thereof) paid to the Management Company for the immediately preceding twelve (12) month period, or (ii) an amount equal to the management fees (or economic cash equivalent thereof) paid in the immediately preceding twelve (12) month period, adjusted to reflect increases in the U.S. Bureau of Labor Statistics Consumer Price Index, For All Urban Consumers (U.S. City Average or any more localized index that is available) during that twelve (12) month period, or (iii) an amount equal to the lowest qualified competitive bid received. The term of the Association's contract with a Management Company (including "Evergreen" or automatic renewal terms) shall not be greater than three (3) years, unless such term is approved by at least 67% of the total Voting Percentages in the Association.

(b) Any Management Company contract with the Association shall be subject to discussion and approval at the Association's annual meeting each year by more than 50% of the total Voting Percentages in the Association present in person or by proxy, and if approved for termination at an Association annual meeting, such termination shall be effective no later than May 1 of the calendar year following such annual meeting as determined by the Board. Any Management Company shall be required in its contract with the Association (i) to maintain fidelity insurance coverage or a bond amount of not less than \$50,000.00 or such higher amount as the Board may require, (ii) to maintain all funds and accounts of the Association separate from the funds and accounts of any other associations or rental units managed by that Management Company, (iii) to provide to the Association on at least an annual basis an accounting for Association funds and a financial statement prepared by a certified public accountant, and (iv) to comply with all laws, rules and regulations of the State of Colorado related to persons providing property management services. Any Association contract with a Management Company must contain a clause providing the Association the right, upon thirty (30) days' prior written notice, to terminate such contract for cause in event of the Management Company's failure to comply with the terms and conditions of its contract with the Association, and said contract shall provide for mandatory arbitration of any dispute relating to monies claimed to be owed under the contract; provided, however, submission to arbitration shall not be a precondition of the Association's right to terminate any contract with

a Management Company. Every six (6) years the Association shall solicit qualified management companies to bid their services to the Association. The Association shall choose the Management Company whose services best meet the Community's needs, and which receives the affirmative approval of more than 50% of the total Voting Percentages in the Association.

(c) The Board shall have the authority to delegate any of the powers and duties set forth in this Article to a Management Company. Regardless of any delegation to a Management Company, the members of the Board shall not be relieved of responsibilities under the Governing Documents or Colorado law.

(d) No Management Company shall be retained to manage the affairs of the Association or to provide management services to the Association or the Community unless:

(1) The Management Company agrees in writing to fully disclose (and does thereafter comply), on a quarterly basis, to the Members complete rental records and rental data relating to any Unit or Units in which that Management Company and/or its affiliates, employees, agents, owners, officers or directors has any portion of ownership interest or beneficial interest; and

(2) If a "**material conflict of interest**" (as defined below) exists, that Management Company's contract is ratified by a favorable percentage vote of the lesser of (i) at least 60% of the total Voting Percentages in the Association, or (ii) more than 50% of the disinterested Members [i.e., those Members whose Units are not owned or partially owned by the Management Company in question or by any of its officers, directors, managerial agents or employees or 10% (or more) shareholders.]

(3) Unless the requirements of both of the foregoing clauses (1) and (2) are met, the existence of a material conflict of interest shall be grounds for termination of any contract with that Management Company.

(e) No Management Company shall be provided the exclusive or substantially exclusive use of on premises facilities within the General Common Elements (as defined in the Declaration) for the purposes of acting as rental agent for, or in connection with the providing of rental management services to the Owners of Units in the Community, unless the requirements of both of the foregoing clauses (d)(1) and (d)(2) are met; and the existence of a material conflict of interest, shall be grounds for termination of any such exclusive or substantial use of any facilities within the General Common Elements.

(f) A Management Company shall be deemed to have a material conflict of interest if it or any of its officers, directors, managerial agents or employees or 10% (or more) shareholders, is an Owner or the beneficial Owner of a one-eighth (1/8) interest or more in a Unit or is (or becomes) a member of the Board. No principal, owner, officer, agent or employee of a Management Company shall be an officer (other than secretary) of the Association or a member of the Board of Directors.

Section 7.3 Contracts.

(a) The Board of Directors may authorize any officers or agents of the Association to enter into any contract or execute and deliver any instrument in the name of the Association, except as may otherwise be specifically prohibited by the Governing Documents, and provided that the cost of same is included in an approved budget, except in the case of any emergency. Notwithstanding the foregoing or any other provision of these Bylaws to the contrary, the Board of Directors shall in no way be limited or restricted in its execution of contracts or the spending of appropriate sums for unexpected, emergency or critical repairs or services for the protection, maintenance or preservation of the Association or the Property.

(b) No contract for services that has a term of twelve (12) months or longer or requires payment by the Association of over \$15,000.00, including, but not limited to, contracts with any Management Company, shall be approved or executed without containing provisions permitting the Association to cancel the same without liability and specifically disclaiming any obligation or responsibility to pay any further compensation to the other contracting party, in the event of any of the following on the part of the other contracting party: malfeasance, nonfeasance, misfeasance, conversion of funds, theft, moral turpitude, continuing insubordination or refusal to follow reasonable instructions of the Board of Directors or the Association. Any contract that has a term of twelve (12) months or longer, or requires payment by the Association of over \$15,000.00 shall provide for resolution of all disputes by binding arbitration in accordance with the Colorado Uniform Arbitration Act, C.R.S. §13-22-201 et seq.; but no contract shall impair the Association's power to terminate such contract prior to or during the pendency of arbitration or other proceedings.

Section 7.4 No Waiver.

The omission or failure of the Association or any Owner to enforce the covenants, conditions, easements, uses, limitations, obligations, or other provisions of the Governing Documents shall not constitute or be deemed a waiver, modification, or release thereof, and the Board or the Association's Management Company shall have the right to enforce the same at any time.

ARTICLE 8 OFFICERS AND THEIR DUTIES

Section 8.1 Enumeration of Offices.

The officers of this Association shall be a president, a vice-president, a secretary and a treasurer, all who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time create by resolution. Any two offices, except the offices of president and secretary, may be held by the same person.

Section 8.2 Election of Officers.

The officers shall be elected by the Board for one year terms at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 8.3 Special Appointments.

The Board may elect other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.4 Resignation and Removal.

Any officer may be removed from office with or without cause by a majority of the Board of Directors. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. A resignation shall take effect on the date of receipt of a notice or at any later time specified therein. Acceptance of a resignation shall not be necessary to make it effective.

Section 8.5 Vacancies.

A vacancy in any office may be filled by appointment by the Board by majority vote of the Board. The officer appointed to the vacancy shall serve for the remainder of the term of the officer replaced.

Section 8.6 Duties. The duties of the officers are as follows:

(a) President. The president shall be the principal executive officer of the Association and shall have all of the general powers and duties which are incident to the office of a chief executive officer of a Colorado nonprofit corporation. Specifically, the president shall have the power to preside at all meetings of the Board of Directors and of the Members; appoint committees; see that orders and resolutions of the Board are carried out; sign contracts, leases and other written instruments; direct, supervise, coordinate and have general control over the day-to-day affairs of the Association.

(b) Vice President. The vice president shall take the place of the president and perform the president's duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other Board member to act in the place of the president on an interim basis. The vice president shall also perform other duties imposed by the Board of Directors or by the president.

(c) Secretary. The secretary shall record the votes and maintain the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; cause Association records to be kept and maintained; and perform such other duties incident to the office of secretary or as required by the Board. The Board may appoint one or more assistant secretaries who may act in place of the secretary in case of his or her death, absence, inability or failure to act. Minutes of all meetings and proceedings of the Board and of the Members shall be posted to the Association's web site within thirty (30) days following the meeting.

(d) Treasurer. The treasurer shall be responsible for the receipt, deposit and disbursement of Association funds and securities and for maintenance of full and accurate financial records and shall deposit all such funds in the name of the Association in such FDIC-

insured depositories as shall be designated by the Board; shall keep correct and complete books of account and records of financial transactions and condition of the Association and prepare an annual budget and a statement of income and expenditures and such other reports as the Board may from time to time require. The treasurer shall perform all duties incident to the office of treasurer and such other duties as may be assigned by the Board of Directors. The Board may appoint one or more assistant treasurers who may act in place of the treasurer in the event of his or her death, absence, inability or failure to act.

Section 8.7 Compensation.

Officers shall not be compensated for their services under any circumstances. Agents, consultants and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board of Directors.

Section 8.8 Delegation.

The duties of any officer may be delegated to a Management Company or another Board member; provided, however, the officer shall not be relieved of any responsibility under this Section or under Colorado law.

ARTICLE 9 COMMITTEES

Section 9.1 Designated Committees.

The Association may create committees and appoint such committee members as deemed appropriate in carrying out its purposes. Committee chair persons are subject to the same qualification standards as Board members as set forth in Section 5.2, and must meet such qualification standards to serve on committees. Committees shall have authority to act only to the extent designated in the Governing Documents or delegated by the Board. The Board shall also have the power to remove any and all committee members with or without cause and to terminate any such committee.

Section 9.2 Executive Committee.

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint an Executive Committee of the Board of Directors. The number of members of the Executive Committee and the persons who shall be members thereof shall be determined by the Board of Directors but the number of such members shall not be fewer than three. Unless limited by resolution of the Board of Directors, the Executive Committee shall have and exercise all the authority of the Board of Directors, except that the Executive Committee shall not have the authority of the Board of Directors in reference to the following: amending, altering, expanding, modifying or repealing the Bylaws or Rules and Regulations; approving contracts having a value in excess of \$3,000; electing, appointing or removing any member of the Executive Committee or any officer or director of the Association; amending or restating the Articles of Incorporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of assets of the Association; or amending,

altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by the Executive Committee. All of the provisions in these Bylaws with respect to notice of meetings of the Board of Directors, quorum at such meetings, voting at such meetings and waivers of notice of such meetings shall be applicable to the meetings of the Executive Committee.

Section 9.3 [Intentionally omitted].

Section 9.4 Open Committee Meetings.

All committee meetings shall be open to attendance by Members, as provided by applicable law.

ARTICLE 10 BOOKS AND RECORDS

Section 10.1 Association Records.

The Association records will be available for production to Owners in accordance with statutory requirements, which may be clarified further in a policy adopted by the Board of Directors.

Section 10.2 Minutes and Presumptions Under the Minutes.

Minutes or any similar record of the meetings of Members, or of the Board of Directors, when signed by the secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

Section 10.3 Examination.

The Association records shall at all times, during normal business hours and after at least ten (10) days' prior written notice, or at the next scheduled Board meeting if within thirty (30) days of written request, be subject to inspection and copying by any Member, at his or her expense, except documents determined by the Board to be withheld under the inspection of records policy of the Association in accordance with the Act. Any Owner's request to inspect and copy Association records must describe with reasonable particularity what records are requested. The Association may charge the actual costs for copying of the records, as clarified further in its inspection of records policy.

ARTICLE 11 AMENDMENTS

Section 11.1 Bylaw Amendments.

(a) These Bylaws may be amended by the affirmative vote of at least 67% of the total Voting Percentages in the Association who are present, in person or by proxy, at a regular or special meeting of the Members called for such purpose at which a quorum is present, provided that notice has been sent to all Members pursuant to these Bylaws, and such

notice sets forth that the meeting is being conducted for the purpose of amendment of these Bylaws.

(b) Notwithstanding anything to the contrary in these Bylaws, these Bylaws may be amended by the affirmative vote of a majority of the members of the Board of Directors at a duly constituted meeting, without Member approval, to comply with any statutory or judicial requirements, provided that notice has been sent to all Members pursuant to these Bylaws, and such notice sets forth that the meeting of the Board of Directors is being conducted for the purpose of amendment of these Bylaws.

ARTICLE 12 INDEMNIFICATION

Section 12.1 Obligation to Indemnify.

(a) The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative; by reason of the fact that the person is or was a director, officer or committee member of the Association; provided the person is or was serving at the request of the Association in such capacity; and provided that the person:

- (i) acted in good faith, and;
- (ii) in a manner that the person reasonably believed to be in the best interests of the Association, and;
- (iii) with respect to any claimed criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

The determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(b) Notwithstanding anything in subsection (a) above, unless a court of competent jurisdiction determines that, in view of all circumstances of the case, the person is fairly and reasonably entitled to expenses, no indemnification shall be made:

- (i) In connection with a proceeding by or in the right of the Association, where the person has been adjudged to be liable to the Association; or
- (ii) In connection with any other proceeding charging that the person received an improper personal benefit, whether or not involving action in an official capacity, the person has been adjudged liable on the basis the person received an improper personal benefit.

(c) To the extent that the person has been wholly successful on the merits in defense of any action, suit or proceeding as described above, the person shall be indemnified against actual and reasonable expenses (including expert witness fees, attorney fees and costs) incurred in connection with the action, suit or proceeding.

Section 12.2 Determination Required.

(a) The Board of Directors shall determine whether the person requesting indemnification has met the applicable standard of conduct set forth above. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of those members of the Board of Directors who were not parties to the action, suit, or proceeding.

(b) If a quorum cannot be obtained as contemplated above or if a quorum has been obtained and the Board so directs, a determination may be made, at the discretion of the Board, by:

(i) independent legal counsel selected by a majority of the full Board;
or

(ii) by the voting members, but voting members who are also at the same time seeking indemnification may not vote on the determination.

Section 12.3 Payment in Advance of Final Disposition.

The Association shall pay for or reimburse the reasonable expenses as described above in advance of final disposition of the action, suit or proceeding if the person requesting indemnification provides the Board of Directors with:

(a) A written affirmation of that person's good faith belief that he or she has met the standard of conduct described above and;

(b) A written statement that the person shall repay the advance if it is ultimately determined that he or she did not meet the standard of conduct described above.

Section 12.4 No Limitation of Rights.

The indemnification provided in this Article shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the Members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to the Act and the Colorado Revised Nonprofit Corporation Act, as those statutes may be amended from time to time.

Section 12.5 Directors and Officers Insurance.

The Association shall purchase and maintain insurance on behalf of any person who is or was a member of the Board of Directors, committee members, or anyone acting at the direction of the Board, covering defense and liability expenses arising out of any action, suit or proceeding asserted against the person by virtue of the person's actions on behalf of the Association or at the direction

of the Board, whether or not the Association would have the power to indemnify the person against liability under provisions of this Article. Such insurance shall be for a minimum amount of \$100,000.00 with an appropriate deductible.

ARTICLE 13 MISCELLANEOUS

Section 13.1 Fiscal Year.

The Board has the right to establish and, from time to time, change the fiscal year of the Association.

Section 13.2 Notices.

All notices to the Association or the Board shall be delivered to the office of the designated Management Company, or, if there is no designated Management Company, then to the office of the Association, or to such other address as the Board may designate by written notice to all Owners. Except as otherwise provided, all notices to any Owner shall be mailed to the Owner's address as it appears in the records of the Association and posted to the Association's web site. All notices shall be deemed to have been given when mailed or transmitted, except notices of changes of address, which shall be deemed to have been given when received.

Section 13.3 Conflicts.

In the case of any conflicts between the Declaration and these Bylaws or the Articles of Incorporation, the terms of the Declaration shall control. In the case of any conflicts between the Articles of Incorporation and these Bylaws, the terms of the Articles of Incorporation shall control.


Section 13.4 Waiver.

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

CERTIFICATION

By signature below, the secretary of the Board of Directors certifies these Amended and Restated Bylaws received the approval of at least 67% of the total Voting Percentages in the Association.

**FIRST WESTWIND AT VAIL CONDOMINIUMS
ASSOCIATION, INC.,**
a Colorado nonprofit corporation

By: 
Name: Jennifer Jackson
Title: Secretary
Date: 11 September 2021