

BY-LAWS

OF

HIGH POINT CONDOMINIUM OWNERS ASSOCIATION, INC.

The following By-Laws correctly set forth the provisions of the By-Laws, of High Point Condominium Owners Association, Inc., and were duly adopted pursuant to the Colorado Nonprofit Corporation Act.

ARTICLE I

NAME AND LOCATION

The name of the non-profit corporation is HIGH POINT CONDOMINIUM OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at 2460 Lexington Village Lane, Colorado Springs, Colorado, but meetings of Members and Managers may be held at such places within the County of El Paso as may be designated by the Board of Managers, which shall also be known and referred to sometimes herein as the "Board".

ARTICLE II

DEFINITIONS

All terms which are defined in the Declaration of Covenants, Conditions and Restrictions of High Point Condominiums (hereinafter called the "Declaration" and incorporated herein by this reference) shall have the same meaning herein.

ARTICLE III

MEETING OF MEMBERS

Section 1. Membership and Voting Rights. The requirements and conditions of membership and of voting rights shall be as follows:

(a) Membership. Every Owner shall be a member of the Association and shall remain a Member until such time as his ownership of his Condominium Unit ceases. When more than one person holds title to a Condominium Unit, all such persons shall be Members of the Association, but such multiple or joint ownership shall not increase one vote allocable to such Unit. Membership in the Association shall not be transferred, except in connection with the sale or conveyance of a Condominium Unit. However, the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium Unit. Membership in the Association is not transferred when an Owner leases his Condominium Unit.

(b) Classes of Voting Membership. The Condominium Association shall have two classes of voting membership.

A. Class A. The Class A members shall be all Owners, with the exception of Declarant, and there shall be one vote for each Condominium Unit owned.

B. Class B. The Class B member(s) shall be Declarant, and shall be entitled to three votes for each Condominium Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) on December 31, 1988; or

(ii) one hundred twenty (120) days after the date by which seventy-five percent (75%) of the Condominium Units have been conveyed to Condominium Unit purchasers.

(c) Voting Rights. The affirmative vote of a majority of the Condominium Units shall be required for decisions and action by the Association, unless otherwise provided herein or in the Association's Articles of Incorporation or By-Laws. When more than one person holds an interest in a Condominium Unit, they may appoint one of their co-Owners as proxy to cast the vote for that Condominium Unit. The vote for such Condominium Unit shall be cast as the Owners thereof agree, but in no event shall they cast more than one vote on any one question. If the Owners of such Condominium Unit cannot agree as to the manner in which their vote shall be cast when called upon to vote, then they will be treated as having abstained. During this period, each Owner shall retain all other rights and obligations of membership in the Association. Notwithstanding anything herein to the contrary, the Declarant shall have the right to appoint the Board of Managers and to operate the Association, with or without any meetings described herein, except annual meetings of members, until Declarant's Class B membership is terminated, and the Association shall not begin to function through its other members until such time, unless the Declarant otherwise consents in writing.

Section 2. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during the same month of each year thereafter at a place, date and time, within El Paso County, Colorado, as the Board of Managers may determine.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Managers, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) but not more than sixty (60) days prior to such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such 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 5. Action Taken Without Meeting. Notwithstanding any provision to the contrary, any action required or permitted to be taken at any meeting of Members may be taken without a meeting and without prior notice or a vote, if a consent in writing, setting forth the action so taken is signed by a majority of the Members.

Section 6. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, a majority fifty-one percent (51%) of the combined votes of all Members of Class A and Class B, if existing, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in

writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable upon written notice to the Secretary and shall automatically cease upon conveyance by the Member of his Condominium Unit.

Section 8. Majority of Members. As used in these By-Laws, the term "majority of Members" shall mean fifty-one percent (51%) of the combined votes cast by all Members of Class A and Class B, if existing, present at a meeting containing a quorum. Except as otherwise provided herein, an affirmative vote of a majority of the Members present, in person or by proxy, at a meeting containing a quorum, shall be required to transact the business of the meeting and shall be valid and binding upon all Owners.

Section 9. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call and certifying proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading and disposal of unapproved minutes
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of Managers
- (g) Unfinished business
- (h) New business
- (i) Adjournment

#### ARTICLE IV

##### BOARD OF MANAGERS: SELECTION, TERM OF OFFICE

Section 1. Number. The property, business and affairs of the Association shall be managed by a Board of Managers. The initial Board of Managers shall be composed of three Managers, who shall be appointed by the Declarant. The number of Managers may be changed thereafter by amendment of these By-Laws. Managers shall be Owners as defined in the Declaration.

Section 2. Term of Office. The initial Board of Managers shall serve and shall continue in office until their successors are duly elected and installed after the first meeting, which follows the termination of the Class B membership or after a meeting called by the Board for the purpose of electing managers. At that first membership meeting, the Members shall elect one-third (1/3) of the Managers for one-year terms, one-third (1/3) of the Managers for two-year terms and one-third (1/3) of the Managers for three-year terms, and at each annual meeting thereafter, the Members shall elect the same number of Managers as there are Managers whose terms are then expiring, for terms of three years. The terms of at least one-third (1/3) of the Managers shall expire annually.

Section 3. Resignation. Any Manager may resign at any time by giving written notice of such resignation to the President or the Secretary. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by such officer.

Section 4. Removal. Any Manager appointed by the Declarant may only be removed, with or without cause, by the Declarant in its sole discretion. Any other Manager may be removed from the Board, with or without cause, by at least a majority vote of the Members. In the event of death, resignation or removal of a Manager, his successor shall be selected by a majority of the remaining Managers of the Board and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No Manager shall receive compensation for any service he may render to the Association.

However, any Manager may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The Managers shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Managers. Any action so approved shall have the same effect as though taken at a meeting of the Managers.

## ARTICLE V

### NOMINATION AND ELECTION OF MANAGERS

Section 1. Nomination. After termination of Declarant's control, nomination for election to the Board of Managers shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Managers, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Managers prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Managers as it shall, in its discretion, determine but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Managers shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### MEETINGS OF MANAGERS

Section 1. Regular Meetings. Regular meetings of the Board of Managers shall be held with such frequency and at such time and place as shall be determined by a majority of the Managers. Notice of regular meetings of the Board of Managers shall be given to each manager personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

Section 2. Organizational Meeting. The first meeting of a newly elected Board of Managers following the annual meeting of the Members shall be held within ten (10) days thereafter at such place as shall be fixed by the Managers at the meeting at which such Managers were elected and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 3. Special Meetings. Special meetings of the Board of Managers may be called by the President of the Association, or by any two or more Managers, upon three days' notice to each manager, given personally or by mail, telephone or telegraph, which notice shall state the time, the place and the purpose of the meeting.

Section 4. Waiver of Notice. Before or at any meeting of the Board of Managers, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 5. Quorum. At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business, and the acts of the majority of the Managers present at a meeting at which a quorum is present shall be the acts of the Board of Managers. If, at any meeting of the Board, there be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF MANAGERS

Section 1. Powers. The Board of Managers shall have the powers stated in the Declaration, Articles of Incorporation, and as follows:

(a) adopt and publish rules and regulations governing the use of the Association's property, the operation and use of the Common Elements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof. A rule or regulation shall not be in conflict with the Declaration or these By-Laws. A copy of such rules and regulations shall be delivered by hand to each Condominium Unit and mailed to each Member upon the adoption thereof and shall be effective on the fifth day after mailing;

(b) suspend any member's right to vote and the use of any recreational facilities during any period in which such Member shall be in default under the Declaration including without limitation the non-payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration, necessary for the administration of the affairs of the Association and for the operation and maintenance of the Properties;

(d) incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the Common Elements and facilities and all items of common personal property;

(e) declare the office of a manager of the Board of Managers to be vacant in the event such manager shall be absent from three (3) consecutive regular meetings of the Board of Managers;

(f) employ the services of a manager or managing agent, or both, to whom the Board of Managers may delegate any of its powers and duties; provided, however, the Board when so delegating shall not be relieved of its responsibility under the Declaration;

(g) employ independent contractors and such other employees as they deem necessary, and to prescribe their duties, subject to the provisions of the Declaration; and

(h) designate and remove personnel necessary for the operation, maintenance, repair, and replacement of the Common Elements.

Section 2. Duties. It shall be the duty of the Board of Managers to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) provide such supervision of all officers, agents and employees of this Association as the Board deems reasonably necessary and appropriate;

(c) as more fully provided in the Declaration to:

(i) fix the amount of the annual assessment against each Condominium Unit at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least twenty (20) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on the property owned by the Association, insure and keep insured all of the insurable Common Elements facilities in an amount equal to the maximum replacement value for the benefit of all Condominium Unit Owners and their first mortgagees and procure and maintain all other insurance required by the Declaration;

(f) cause all officers or employees having fiscal responsibilities to furnish adequate fidelity insurance or bonds as required by the Declaration. The premiums on such insurance or bonds shall be a common expense as may be deemed appropriate by the Board;

(g) cause the Common Elements to be maintained and to make repairs, additions, alterations and improvements in the manner consistent with the best interests of the Condominium Unit Owners;

(h) establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable and to keep and maintain full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof at any reasonable time by each of the Condominium Unit Owners, and to cause a complete audit of the books and accounts by a certified or public accountant, once each year; and

(i) meet as often as the Board deems reasonable and appropriate.

Section 3. No Waiver of Rights. The omission or failure of the Association or any Member to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Declaration, the By-Laws or rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board of

Managers, the Association, or any Member shall have the right to enforce the same thereafter.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be Members of the Board of Managers and a Secretary and a Treasurer, and such other officers as the Board of Managers shall, from time to time, elect. The office of Treasurer and Secretary may be held by the same person. The offices of Secretary and Treasurer need not be held by Members of the Board of Managers.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Managers following each annual meeting of the Members; provided, however, during the period while the Declarant controls the Board of Managers, officers may be elected to continue in office until their successors are elected following the termination of Declarant's control.

Section 3. Term. Except as provided in Section 2 of this Article, the officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such 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 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

(a) The President shall preside at all meetings of the Board of Managers and of the Unit Owners; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. Further, he shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the Members of the Association at any regular or special meetings.

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Unit Owners; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of any meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses shall, in general, perform all duties incident to the office of secretary, and shall perform such other duties as required by the Board.

(d) The Treasurer shall keep the financial records and books of account and shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Managers; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a certified or public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members. In the event a Managing Agent has the responsibility of collecting and disbursing funds and performing the duties described in this paragraph, the Treasurer shall review the accounts of the Managing Agent not less often than once each calendar quarter.

#### ARTICLE IX

##### OFFICERS AND MANAGERS AS AGENTS OF ASSOCIATION

Contracts or other commitments made by the Board of Managers or officers shall be made as agent for the Association, and they shall have no personal responsibility on any such contract or commitment.

#### ARTICLE X

##### COMMITTEES

The Board of Managers may appoint any committees which are required or deemed appropriate in carrying out its purpose.

#### ARTICLE XI

##### BOOKS AND RECORDS

The Association shall make available to Owners and lenders, and to holders, insurers or guarantors of any First Mortgage, current copies of the Declaration, Articles of Incorporation, By-Laws, other rules concerning the Project and the books, records, records of receipts and expenditures, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Additionally, the Association shall furnish, within a reasonable time following written request, to any holder, insurer or guarantor of any First Mortgage, a copy of an audited financial statement for the immediately preceding fiscal year, free of charge to the party so requesting. Further, the Association shall, if requested in writing, notify each First Mortgagee recorded on its books of any proposed amendment of the Association's Declaration, Articles of Incorporation or By-Laws or any other action requiring the First Mortgagee's consent at least ten (10) days prior to the effective date of such amendment or action. Upon ten (10) days' notice to the manager or Board 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.



ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid when due, the Association may impose an administrative fee not to exceed Fifteen Dollars (\$15.00) per month per unpaid assessment or other sum, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or may foreclose the lien against his Condominium Unit, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the court, together with the expenses and costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Condominium Unit.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: HIGH POINT CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special Meeting of the Members, with a quorum present, by a vote of seventy-five percent (75%) of each class of Members present in person or by proxy, except that any amendments shall require the prior written approval of the Federal Housing Administration or the Veterans Administration so long as there is a Class B membership. The Declarant reserves the right, until the Declarant's Class B membership is terminated, but without the vote of the Owners, to make amendments to these By-Laws as may be approved in writing by Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration or the Veterans Administration so as to induce any of such organizations to make, purchase, sell, issue, or guarantee First Mortgages in this Project.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control. In the event of any ambiguity herein, these By-Laws shall be interpreted so as to be in compliance with the Condominium Act and shall not be amended or modified so as to be in conflict with the Condominium Act.

ARTICLE XV

MISCELLANEOUS

Unless the Board of Managers determines otherwise, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Managers of the HIGH POINT CONDOMINIUM OWNERS ASSOCIATION, INC., have hereunto set our hands this 12th day of March, 1984.

Dean Bally  
Dean Bally

Maurice F. Shave  
Maurice F. Shave

Timothy Lee Shave  
Timothy Lee Shave

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the HIGH POINT CONDOMINIUM OWNERS ASSOCIATION, INC., a Colorado Non-Profit Corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Corporation, as duly adopted at a meeting of the Board of Managers thereof, held on the 12th day of March, 1984.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13 day of March, 1984.

Dean Bally Sec.  
Secretary

MINUTES OF ORGANIZATIONAL MEETING  
OF THE BOARD OF MANAGERS (DIRECTORS) OF  
HIGH POINT CONDOMINIUM OWNERS ASSOCIATION, INC.

The initial meeting of the Board of Managers (Directors) of the High Point Condominium Owners Association, Inc. (the "Association") was held on March 12, 1984, at 2460 Lexington Village Lane, Colorado Springs, Colorado. There were present the following persons: Dean Bally, Maurice F. Shave and Timothy Lee Shave, who constituted all of the members of the initial Board of Managers.

All of said Board of Managers have agreed and consented that the organization meeting of the Board of Managers be held on the date and time, and at the place designated above, and have waived, pursuant to Section 7-23-110 of the Colorado Revised Statutes (1973), all notice whatsoever of such meeting. All of said Board of Managers have agreed and consented that any and all lawful business may be transacted at such meeting, and any business transacted at such meeting, shall be valid and legal and of the same force and effect as if such meeting were held after notice.

Upon motion duly made, seconded and carried unanimously, the Board of Managers adopted the following resolutions:

"RESOLVED, the By-Laws of even date herewith are hereby adopted and approved by the Board of Managers.

FURTHER RESOLVED, the following persons be and hereby are duly elected to the offices set forth opposite their respective names to serve until the next annual meeting of Managers and until their successors are duly elected and qualified:

Timothy Lee Shave	President
Maurice F. Shave	Vice-President
Dean Bally	Secretary
Dean Bally	Treasurer

FURTHER RESOLVED, the officers of the Association are hereby authorized to establish such accounts, as they deem appropriate in their sole discretion, with any bank, savings and loan, and/or other financial institution, to deliver such copies of this resolution as may be required, and to take such other actions and to execute such further documents as are necessary in their judgment to carry out the foregoing resolution.

FURTHER RESOLVED, the officers of the Association are hereby authorized to purchase such corporate minute book, a corporate seal and such other supplies, as they deem appropriate in their sole discretion.

FURTHER RESOLVED, the officers of the Association are hereby authorized to negotiate and execute such agreements, contracts or other documents, upon such terms as they deem appropriate in their sole discretion, in the name of the Association, and without personal responsibility or recourse, to fulfill and accomplish the purposes, powers and duties of the Association, as set forth in the Association's Declaration of Covenants, Conditions and Restrictions, its Articles of

Incorporation and its By-Laws, including without limitation, any management agreements, insurance contracts, agreements for utilities, maintenance, trash collection, or any other services, and agreements to acquire personal property or to employ any person or party on behalf of the Association.

FURTHER RESOLVED, the annual assessments for all Condominium Units, other than those owned by the Declarant, shall be assessed at Forty-Eight Dollars (\$48.00) per month until December 31, 1984.

FURTHER RESOLVED, the Association shall collect an initial start-up fee of two (2) months' assessments, to be held and used as provided in the Declaration.

FURTHER RESOLVED, any action taken by the officers on behalf of the Association, prior hereto, are hereby ratified and approved in all respects.

FURTHER RESOLVED, the Rules and Regulations, which are attached hereto, are hereby adopted.

FURTHER RESOLVED, the Association shall, to the extent permitted by law, indemnify and hold harmless its managers (directors) and officers from any liability resulting from their acts or omissions in the course of performing their rights and duties.

There being no further business to come before the meeting, the same was adjourned.

Dean Bally Sec.  
Dean Bally, Secretary

APPROVED:

BOARD OF MANAGERS (DIRECTORS):

Dean Bally  
DEAN BALLY

Maurice F. Shave  
MAURICE F. SHAVE

Timothy Lee Shave  
TIMOTHY LEE SHAVE