

**BYLAWS**  
**OF**  
**OH-BE-JOYFUL ACRES HOME OWNERS ASSOCIATION, INC.**

**ARTICLE I**  
**GENERAL**

**1.1 Purpose.** The Oh-Be-Joyful Acres Home Owners Association, Inc. (the "Association") is a non-profit corporation formed pursuant to Articles of Incorporation (the "Articles") to own and govern certain facilities and functions which are or will be located on real property in Pitkin County, Colorado (the "Property") as described in the Protective Covenants for Oh-Be-Joyful Acres Subdivision (the "Subdivision"), dated \_\_\_\_\_, 19\_\_, and recorded in the office of the Clerk and Recorder of Pitkin County, Colorado, in Book \_\_\_\_ at Page \_\_\_\_, as Reception No. \_\_\_\_\_ (the "Covenants"). Terms which are defined in the Covenants shall have the same meaning when used in these Bylaws, unless the context clearly requires otherwise.

**1.2 Binding Effect.** All present and future lot owners (as hereinafter defined) and their Lessees or other persons who might use the Property are subject to the regulations set forth in these Bylaws. The mere acquisition, rental or occupancy of any Lot or the improvements thereon or the use of the Association Property will signify that these Bylaws are accepted, ratified and will be complied with.

**1.3 Principal Office.** The principal office and place of business of the Association shall be at Law Offices of Gideon I. Kaufman, P.C., 315 East Hyman Avenue, Suite 305, Aspen, Colorado 81611. Other offices and places of business may be established from time to time by resolution of the Board of Directors.

**1.4 Seal.** The seal of the Association shall have inscribed thereon the name of the Association, the year of its incorporation and the words "Colorado" and "Seal", and shall be in the form as may be approved by the Board of Directors.

**ARTICLE II**  
**MEMBERSHIP AND VOTING RIGHTS**

**2.1 Membership.** All persons, associations or other entities (hereinafter "Lot Owners") who own or acquire fee title to any of the lots in the Subdivision (hereinafter "Lots"), by whatever means acquired, shall automatically become members of the Association (each a "Member"), in accordance with the Covenants.

**2.2 Voting Rights.** Membership in the Association shall be comprised of Class A and Class B Members. Class A

Members shall be comprised of the Lot Owners of Free-Market Lots 6 through 8 (the "Class A Lots"). Class B Members shall be comprised of the Lot Owners of PMH Lots 1 through 5 (the "Class B Lots"). Each Class A Lot shall be entitled to one (1) vote, and each Class B Lot shall have no vote except as provided herein.

### **2.3            Designation of Voting Member.**

(a) If a Lot has only one Lot Owner, that person or entity shall have the right to vote with respect to such Lot, provided that if the Owner is a legal entity, the entity must designate a voting agent and register his or her name with the Secretary. Otherwise, the vote may be cast by any person present at a meeting of the Members who purports to be the agent of the entity or, if there is more than one such person, the vote must be cast in accordance with their unanimous agreement. There is unanimous agreement if either of the agents casts a vote without prompt protest to the presiding officer of the other agent(s). With respect to mail-in votes, if no designated agent has been registered with the Secretary, the Association is entitled to mail all voting materials, in care of the entity, to the Lot Owner c/o the Association, and may accept whatever voting materials are returned by the entity.

(b) If a Lot has more than one Lot Owner, the Lot Owners of such Lot must designate a voting agent and register his name with the Secretary. If no such registration is made, the vote may be cast by any Lot Owner present at a meeting of the Members or, if more than one of the Lot Owners is present, the vote must be cast in accordance with their unanimous agreement. There is unanimous agreement if any one of the multiple Lot Owners casts his Lot's vote without protest being made promptly to the presiding officer by any other multiple Lot Owner. Votes by mail may be cast only through a representative selected by the Lot Owners and registered with the Association. If no representative is registered with the Association, the Board may send all voting materials to any one Lot Owner, who is then entitled to vote on behalf of the Lot.

**2.4            Cumulative Voting.** Cumulative voting shall not be permitted in the election of Directors.

**2.5            Majority Vote.** Unless otherwise expressly provided in these Bylaws or the Covenants, any action which may be taken by the Association may be taken by a majority vote of a quorum.

**2.6            Quorum.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members representing at least fifty percent (50%) of the total votes of the Association then entitled to be cast, shall constitute a quorum. Members present at a duly called and held meeting at which a quorum is present may continue to do business until

adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

**2.7**        Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and must be filed with the Secretary before the appointed time of each meeting. Each proxy shall be revocable and shall automatically cease to be effective on the earlier of eleven (11) months from the date of the proxy or, if applicable, after completion of the particular meeting for which the proxy was filed, or upon conveyance by the Member of title to his Lot.

**2.8**        Termination of Membership.

(a) Only Members of record on the books of the Association shall be entitled to be treated by the Association as Members in fact, and the Association shall not be bound to recognize any equitable or other claim to, or interest in, any membership on the part of any other person, firm or corporation, whether or not it shall have express or other notice thereof.

(b) Membership in the Association shall terminate without any formal Association action whenever ownership of a Lot in the Subdivision ceases. The termination of membership shall not relieve or release any former Lot Owner from any liability or obligation owing to the Association or impair any right or remedies which the Association may have against a former Lot Owner arising out of or in any way connected with his ownership of a Lot and membership in the Association.

**ARTICLE III**  
**ADMINISTRATION**

**3.1**        Place of Meetings. Meetings of the Members shall be held at a suitable place designated by the Board of Directors of the Association.

**3.2**        Annual Meetings. The annual meetings of the Members shall be held at a time designated by the Board of Directors in the month of December in each year, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

**3.3**        Special Meetings. It shall be the duty of the President to call a special meeting of the Members, as directed by resolution of the Board of Directors, or upon a petition stating the purpose for the meeting signed by Members having twenty-five percent (25%) of the votes of the Association, and presented to the Secretary.

**3.4**        Attendance. Meetings shall be open to attendance by all Members, any persons holding currently valid voting proxies of Members, and the designated representatives

of any holder of a beneficial interest in a first deed of trust on any Lot ("First Mortgagee").

**3.5 Notice of Meetings.** It shall be the duty of the Secretary to mail a notice of each annual or special meeting to each Member of record and to each First Mortgagee if such Mortgagee has filed a written request for such notice, together with a current address with the Secretary at least ten (10) days prior to any such meeting. The notice shall state the purpose of the proposed meeting or that it is a regular meeting, as well as the day, hour and place where it is to be held. Each notice must be sent by first class mail, postage prepaid, at least ten (10) days prior to the date of the proposed meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of Members present, either by person or by proxy, representing at least two-thirds (2/3) of the votes of the Association.

**3.6 Adjournment.** If any meeting cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is obtained. Adjourned meetings may be reconvened only upon the giving of further notice as above provided.

**3.7 Action Without Meeting.** Any action which, under the provisions of the Colorado Nonprofit Corporation Act, may be taken at a meeting of the Members, may be taken without a meeting if such action is authorized by a writing signed by all of the Members who would be entitled to vote at a meeting and filed with the Secretary, or as otherwise provided in the Colorado Nonprofit Corporation Act.

**3.8 Waiver.** The transaction of business at any regular or special meeting of the Members, however called and noticed, shall be valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the Members not present in person or by proxy signs a written waiver of notice, a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**3.9 Minutes.** Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed to truthfully evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

**ARTICLE IV**  
**BOARD OF DIRECTORS**

**4.1 Directors.** The affairs of the Association shall be governed by a Board of Directors, composed of three (3) persons. Directors may, but need not be, Members of the Association. Directors shall not receive any salary for their services as Directors, but any Director may serve the Association in some other capacity and receive compensation therefor, and any Director may be reimbursed for his actual expenses incurred in the performance of his duties as a Director.

**4.2 General Powers.** The Board has the powers and duties necessary for the administration of the affairs of the Association and may do all acts which are not by law, the Covenants, or these Bylaws directed to be exercised exclusively by the Members. The Board shall not enter into any service contract for a term exceeding three (3) years without the approval of the Members, except for any contract with a public utility company which requires a term in excess of three (3) years, or any maintenance contract with the seller of an asset which the Association has purchased or leased.

**4.3 Specific Powers.** Without limitation on the general powers stated in Section 4.2, the Board is vested with, and responsible for, the following powers and duties:

(a) to select, appoint, and remove all officers, agents, and employees of the Association; to prescribe such powers and duties for them as may be consistent with law, the Articles, the Covenants, and these Bylaws; to fix their compensation; and to require from them security for faithful service when and in the amount deemed advisable by the Board;

(b) to conduct the business of the Association;

(c) to change the principal office for the transaction of the business of the Association; to designate any place within Pitkin County, Colorado, for the holding of any annual or special meeting of Members; and to adopt a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best and in compliance with the provisions of law;

(d) to borrow money and to incur or assume indebtedness for the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities;

(e) to prepare, adopt, and modify from time to time, the Association's annual budget; to fix and levy from time to time assessments upon the Lot Owners as provided in the Covenants, to determine and fix the due date for the payment of

installments of such assessments and the date upon which the same shall become delinquent; and to hold all funds collected by reason of such assessments for the Lot Owners and in accordance with the purpose for which the assessments were collected;

(f) to establish a working capital reserve fund;

(g) to enforce the provisions of the Covenants, these Bylaws, the Articles, or other agreements of the Association;

(h) to contract and pay the premiums for insurance coverage, and to review, not less frequently than annually, all insurance policies and bonds obtained by the Board;

(i) to contract, pay for, and discharge personnel to provide maintenance and services relating to the Association Property; to employ personnel necessary for the operation of the Association Property, including legal and accounting services; to contract and pay for alterations, improvements, and maintenance;

(j) to grant easements to and over the Association Property;

(k) to take and hold by purchase, gift, or otherwise real and personal property for the Association, to exercise all of the rights, powers and privileges of ownership to the same, and to use, manage, mortgage, sell, transfer, lease, license, or otherwise dispose of any such property or any interest therein;

(l) to adopt and amend, by majority vote, such rules consistent with the Covenants, the Articles and these Bylaws as the Board may deem necessary for the management and operation of the Association Property;

(m) to enter into a management agreement with a managing agent to perform such duties and services as the Board shall authorize, to the extent such services and duties do not require the collective decision-making authority of the Board, including, but not limited to, the duties listed in Section 4.3 other than this subparagraph (m);

(n) to enter into agreements for maintenance of the Association Property;

(o) to establish orderly procedures for giving notice and an impartial hearing to any Lot Owner who is alleged to be in default in paying his assessments or the installments thereof, or to have violated the Covenants, Articles, these Bylaws, or the Association's rules; and

(p) to obtain a fidelity bond or fidelity insurance on behalf of the Board.

**4.4**            **Election of Directors.** The initial Board of Directors designated in the Articles shall serve until the first annual meeting of Members, provided, however, that any vacancy occurring on the Board of Directors prior to the first annual meeting of Members may be filled by an affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. Thereafter, the Directors shall be elected by the Members. Any person serving as Director may be re-elected, and there shall be no limitation on the number of terms which he may serve. Any person desiring to be a candidate for Director shall submit a written statement to that effect to the Secretary, signed by the candidate, or be nominated orally by a Member at the meeting at which voting is to occur.

**4.5**            **Terms of Office.** Of the three (3) Directors elected at the first annual meeting, one (1) shall be elected to serve for a one (1) year term, one (1) shall be elected to serve for a two (2) year term, and one (1) shall be elected to serve for a three (3) year term. Each of their successors thereafter shall serve for a three (3) year term, or until the election and qualification of his successor.

**4.6**            **Vacancies.** A vacancy shall be deemed to exist in the case of death, resignation, an adjudication of the incompetence of any Director, or in case the Members fail to elect the full number of authorized Directors at any meeting at which such election is to take place. A vacancy in a Director's seat, caused by any reason other than the removal of a Director by a vote of the Members, shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Members or at a special meeting of the Members called for that purpose.

**4.7**            **Removal.** At any annual or special meeting of the Members duly called, if the prior notice of the meeting states this as one of its purposes, any one or more of the Directors may be removed with or without cause by majority vote of the Members present in person or by proxy. A successor or successors may then and there be elected to fill the vacancy thus created. Any such successor shall serve for the unexpired term of his predecessor in office. Any Director whose removal has been proposed by any Member shall be given an opportunity to be heard at the meeting, if he is present.

**4.8**            **Board Meetings.** The first meeting of the newly elected Board shall be held as soon as practicable following the meeting at which the Board is elected. Other regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a resolution adopted by the majority of the Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of

regular meetings of the Board (other than the first meeting of the newly elected Board) shall be given by the Secretary to each Director, personally or by mail, telephone, or telegraph, at least two (2) days prior to the date set for such meeting.

**4.9**            Special Board Meetings. Special meetings of the Board may be called by the President or, if he is absent or refuses to act, by the Vice President or by any two (2) Directors. At least two (2) days notice shall be given by the Secretary to each Director, personally or by mail, telephone, or telegraph. Such notice shall state the time, place, and purpose of the meeting. If service is by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Association, and shall be deemed given, if not actually received earlier, at 5:00 p.m. of the second day after it is deposited in a regular depository of the United States mail. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be presumptive evidence that due notice of such meeting was given to such Director.

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

**4.11**           Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there is less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, which shall be reconvened only upon the giving of notice as above provided, any business which might have been transacted at the meeting as originally called may be transacted.

**4.12**           Consent by Directors. The Directors shall have the right to take any action without a meeting which they could have taken at a meeting by obtaining the vote or written consent of all the Directors, or as otherwise provided in the Colorado Nonprofit Corporation Act, as amended from time to time. Any action so approved shall have the same effect as though taken at a meeting of the Board.

**4.13**           Committees. The Board may, by resolution, from time to time designate such committees as it shall desire and may establish the purposes and powers of each such committee created. The resolution establishing the committee shall provide for the appointment of its members, as well as a



chairman, shall state the purposes of the committee, and shall provide for such reports, termination, and other administrative matters as the Board deems appropriate.

**ARTICLE V**  
**OFFICERS**

**5.1        Officers.** The Association shall have a President (who shall serve as Chairman of the Board), one (1) or more Vice Presidents, a Secretary, and a Treasurer (who may be the Secretary). All such officers shall be elected by the Board and hold office at its pleasure. Only the President need be a Director, although other officers may be Directors.

**5.2        Removal.** Upon an affirmative vote of a majority of the entire Board, any officer may be removed, either with or without cause, and his or her successor elected. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary, such resignation taking effect at the date of receipt of the notice, or at any later time specified therein, and unless otherwise specified in the notice, acceptance of such resignation by the Board shall not be necessary to make it effective.

**5.3        Compensation.** Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent, or employee shall not of itself create contractual rights of compensation for services performed by such officer, agent, or employee.

**5.4        President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. The President shall be ex officio a member of all standing committees and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

**5.5        Vice President.** The Vice President (in order of designation at the time of appointment, of more than one) shall take the place of the President and perform his duties whenever the President shall be absent, disabled, unwilling, or unable to act. If neither the President nor any Vice President is able to act, the Board shall appoint some member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or these Bylaws.

**5.6**            **Secretary.** The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association, or at such other place as the Board may order. The Secretary shall perform all other duties given to him by the Board or these Bylaws. The Secretary shall keep the seal of the Association, shall have charge of such books and papers as the Board of Directors may direct, shall give or cause to be given notices of meetings of the Members and of the Board, shall maintain a book of record Members listing the names, addresses, and telephone numbers of the Members as furnished to the Association, and shall ascertain, certify, record, and publicize the outcome of all votes taken by the Directors or the Members, as the case may be. The Secretary shall also be responsible for all filings required by law, except tax returns.

**5.7**            **Treasurer.** The Treasurer shall have the responsibility for Association funds and securities, and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records, and business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements, and books belonging to the Association. The Treasurer's books and records shall be open to inspection by all Lot Owners and First Mortgagees at convenient weekday business hours. The Treasurer shall make a report, at least once annually, to the Board containing the Association's balance sheet as of the end of the fiscal period covered by the report and a statement of the Association's income and expenses for the same period. The Board shall cause to be transmitted a summary of the Treasurer's Report to each Member. The Treasurer shall co-sign with another person designated by the Board all checks and promissory notes on behalf of the Association. The Treasurer shall be responsible for keeping the assessment roll required in the fiscal management of the Association and for filing tax returns as required by law.

**ARTICLE VI**  
**FISCAL MANAGEMENT**

**6.1**            **Assessments.** Assessments shall be in amounts sufficient to pay for the estimated common expenses, including the following expenses: maintenance, insurance, service and leasing contracts for the Association and the Association Property, management fees, debt service, debt retirement, printing supplies and postage, employees' compensation, and taxes paid by the Association, and all other fiscal outlays required or permitted under the Covenants, these Bylaws, the Articles, or law. Notwithstanding the foregoing, Owners of PMH Lots shall not be responsible for assessments assessable against Free-Market Lots, and PMH Lots 1 through 4 shall be responsible for the costs of maintenance of Merrill Road, which shall be assessed based upon a vote of such Members, subject, however, to a vote of the Board of Directors in case of a tie.

**6.2**            **Assessment Roll.** The Treasurer shall maintain an assessment roll which shall include a separate account for each Lot, except for any Lot which is Association Property. Such account shall designate the name and address of the Owner, the amount of each assessment against the Owner, the due dates of all assessment installments, the amounts paid by the Owner, and all unpaid assessments.

**6.3**            **Statement of Assessments.** Upon written request to the Treasurer by any Lot Owner, prospective Mortgagee or purchaser of any Lot, and payment of a reasonable service fee established by the Board, the Treasurer shall issue a written statement of the unpaid assessment receivable or other charges due and owing from the Lot Owner for the Lot involved, and such statement shall be conclusive upon the Association if the person to whom it is given relies upon it in good faith. If the statement is not given within ten (10) days of the making of an authorized request for it, the person making the request shall, as against the Association, be entitled to assume that no assessments or other charges are unpaid, unless the lien securing the same shall have been recorded in the land records in Pitkin County, Colorado, or unless the person making the request has actual notice that assessments or other charges are unpaid.

**6.4**            **Budget.** It shall be the responsibility of the Board to establish and adopt a budget. The budget shall be estimated based on the previous year's budget and projected expense for the coming year.

**6.5**            **Fiscal Year.** The fiscal year shall be the calendar year. This shall be the Association's budgeting and accounting period. Assessments shall be prepared, levied, and collected at such times and in such manner as to insure that sufficient funds are available for budgeted expenditures and operations when needed.

**6.6**            **Bank Accounts.** One or more bank accounts shall be maintained in the name of the Association. All checks and drafts upon the funds to the credit of the Association in any of its depositories shall be signed by such of its officers or agents, and shall from time to time be determined by resolution of the Board of Directors, which may provide for the use of facsimile signatures under specified conditions; and all notes, acceptances, drafts and other evidences of indebtedness payable to the Association shall, for the purpose of deposit, discount or collection, be endorsed by such officers or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**6.7**            **Records and Inspections.** The Board shall keep detailed, accurate records of the receipts and expenditures affecting the Association Property. Such records authorizing

the payments shall be available for examination by the Owners at convenient weekday business hours.

**ARTICLE VII**  
**MISCELLANEOUS**

7.1 **Indemnification.** Any person who is or was a Director, officer, employee, fiduciary, or agent of the Association, or is or was serving at the request of the Association as a director, manager, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust, or other enterprise, and who was or is a party or 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 he is or was serving in such capacity, may be indemnified by the Association to the extent and in the manner described herein. The indemnification authorized by this Section shall continue as to any person who has ceased to be a Director, officer, employee, fiduciary, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

(a) The Association shall indemnify such person who has been successful on the merits in defense of any such proceeding against expenses, including reasonable attorneys' fees, actually and reasonably incurred by him in connection therewith.

(b) The Association shall indemnify such person against expenses, including reasonable attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in such proceeding (other than an action brought by or in the right of the Association) if he acted in good faith and in a manner he 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 his conduct was unlawful.

(c) In any threatened, pending or completed action by or in the right of the Association to procure a judgment in its favor against such person, the Association shall indemnify such person against expenses, including reasonable attorneys' fees, actually and reasonably believed to be in the best interests of the Association. The Association shall not indemnify such person if he shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action was brought determines upon application that such person is fairly and reasonably entitled to such indemnity for such expenses as the court shall deem proper.

(d) Any indemnification authorized under subparagraphs (b) and (c) (unless ordered by a court), shall be made only upon a determination that such person has met the standard of conduct set forth in such subparagraphs. Such determination shall be made by a majority of a quorum of disinterested Directors, or if a disinterested quorum is not available, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel chosen by the Board or by vote of the Members.

(e) Expenses (including reasonable attorneys' fees) incurred in defending such proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized in subparagraph (d) upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association.

The Association shall also have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, fiduciary, or agent of the Association, or is serving at the request of the Association in said capacity or a similar capacity of another Association against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Section.

Rights of indemnification under this Section shall be in addition to rights which such person may otherwise be lawfully entitled.

**7.2 Conflicts Null and Void.** In case any of these Bylaws conflict with any provisions of the laws of the State of Colorado, the Articles, or the Covenants, such conflicting Bylaws shall be null and void, but all other Bylaws shall remain in full force and effect.

**7.3 Amendment.**

(a) By Directors. Except as committed to action by the Members or otherwise limited by law, the Articles, the Covenants, or these Bylaws, the Board of Directors shall have the power to make, amend and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is present. However, if the Members shall make, amend and repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Members in taking such action.

(b) By Members. Except as limited by law, these Bylaws may be amended by majority vote of the Members in a duly constituted meeting of Members for such purpose.

(c) **Reference to Bylaws.** From and after any amendment of these Bylaws, any references to "the Bylaws" shall be deemed to include any such amendments, unless otherwise stated.

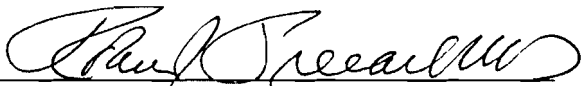
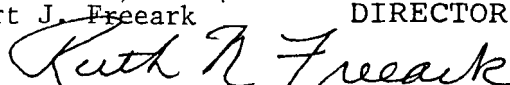
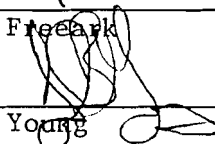
7.4 **Copy of Bylaws.** This Association shall keep in its office for the transaction of business the original or a copy of these Bylaws, as amended from time to time, certified by the Secretary, which shall be open to inspection by the Lot Owners and First Mortgagees at reasonable times during office hours.

7.5 **Limitation of Liability.** The Board shall not be liable for any failure to any service to be obtained and paid for by the Board hereunder, or for injury or damage to person or property caused by the elements or by another Owner or person, unless caused by gross negligence of the Board. No diminution of abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising for the making of repairs or improvements to the Association Property or from any action taken by the Board to comply with any law, ordinance, or order of a governmental authority.

7.6 **Severability.** The provisions hereof shall be deemed independent and severable, and invalidity or partial invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

7.7 **Interpretation.** The provisions of these Bylaws shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium property. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce such provision or any other provision hereof.

The foregoing Bylaws of Oh-Be-Joyful Acres Home Owners Association, Inc. were adopted by its Board of Directors on the 29th day of August, 1990.

	
Robert J. Freeark	DIRECTOR
	
Ruth Freeark	DIRECTOR
	
John Young	DIRECTOR