**BYLAWS**

**OF THE**

**MASTHEAD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is the Masthead Commercial Condominium Association, Inc. (the “Association”), a Colorado nonprofit corporation, with its principal office located at 728 E Anemone Trail, POB 6481, Dillon, Colorado 80435. The Association may also have other offices and may carry on its purposes at such other places within and outside the State of Colorado as the Board of Directors (the “Board”) may from time to time determine.

**ARTICLE II**

**DEFINITIONS, PURPOSES AND ASSENT**

 **Section 2.1** **Definitions.** “Declaration” means the Condominium Declaration of Masthead Commercial Condominiums recorded October 27, 2005 at Reception No. 805514 in the Summit County records, and all subsequent amendments. Unless otherwise defined, the capitalized terms used in these Bylaws have the meanings given to them in the Declaration.

**Section 2.2** **Purposes.** The specific purposes for which the Association is formed are (i) to provide for the operation, administration, use and maintenance of the Condominium Units and the Common Elements within the real property situate in Summit County, Colorado, as more fully described in the Declaration; (ii) to preserve, protect and enhance the values and amenities of such property; and (iii) to promote the health, safety and welfare of the Owners and users of the Project.

**Section 2.3** **Assent.** All Owners, their tenants, and their guests and invitees, and any other person occupying a Condominium Unit or using the facilities of the Project in any manner are subject to the Governing Documents which include the Declaration, the Map, the Articles of Incorporation for Masthead Commercial Condominium Association, Inc. (the “Articles”), these Bylaws and any procedures, rules or policies adopted by the Board of Directors (the “Board”). The acquisition or rental of any of the Condominium Units in the Project or the occupancy of any of the Condominium Units will constitute ratification and acceptance of these Bylaws and an agreement to comply with all Governing Documents.

**ARTICLE III**

**MEMBERSHIP**

**Section 3.1** **Membership.** Every person who is a record Owner of a Condominium Unit is a Member of the Association.

**Section 3.2** **Voting Privileges.** All Members are entitled to vote on all matters, subject to the allocation of votes as provided in the Declaration.

**a.** When more than one person holds an interest in any Condominium Unit, all such persons are Members. As provided in the Article 6 of the Declaration, the votes for such Condominium Unit will be exercised by one person or alternative persons as the Owners among themselves determine. If more than one of the multiple Owners are present at a meeting in person or by proxy, the votes allocated to their Condominium Unit may be cast only in accordance with the agreement of a majority interest of the Owners present or by proxy, and if a majority of the Owners cannot agree, then the Owners of such Condominium Unit will not be entitled to vote. Any one of the Co-Owners may cast the votes allocated to that Condominium Unit unless any of the other Co-Owners protests promptly to the person presiding over the meeting. Reasonable evidence of an agreement between multiple Owners of one Condominium Unit must be provided to the person presiding over the meeting in accordance with the Declaration.

**b.** Any Owner of a Condominium Unit that is leased may assign his voting right to the tenant, provided that the tenant is appointed to vote on behalf of the Owner by proxy and the proxy is furnished to the Secretary of the Association or designee prior to any meeting in which the tenant exercises the voting right.

**c.** A Member will only be in good standing and entitled to vote at any annual or special meeting if all Assessments levied against the Member’s Condominium Unit are paid in full.

**Section 3.3 Responsibility of Members.** Any person on becoming an Owner will automatically become a Member and be subject to and will comply with the Governing Documents. Such Membership will terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination will not relieve or release any such former Owner from any liability or obligation incurred under the Governing Documents or in any way connected with the Association during the period of such Ownership, or impair any rights or remedies which the Board, or other Members may have against such former Owner arising out of Ownership of the Condominium Unit or Membership in the Association and the covenants and obligations incident thereto.

**ARTICLE IV**

**ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES**

**Section 4.1** **Place and Frequency of Meetings.** Meetings of the Members will be held at least once each year at such place, in Summit County, Colorado, as the Board may determine. All meetings of the Association are open to every Owner or to any person designated by an Owner in writing as the Owner’s representative.

**Section 4.2** **Annual Meetings.** The first annual Member meeting will be held one year after the date the Association is formed. Each subsequent annual Member meeting will be held on a date and at a time set by the Board. The purpose of the annual meeting is for the election of the Board, review and comment of Association operations and the administration of the Project, and the transaction of such other business of the Association as may properly come before the meeting.

**Section 4.3** **Special Meetings.** Special meetings of the Members may be called at any time by the President of the Association, the Board, or upon written request of Members who are entitled to vote at least 20% of all votes in the Association.

**Section 4.4** **Notice of Member Meetings.** Not less than ten (10) nor more than fifty (50) days in advance of any Member meeting, the Secretary must cause notice to be delivered to all Owners as provided in the Governing Documents or as provided by Colorado law. The notice must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Governing Documents, any budget changes, and any proposal to remove an officer or Board member. The Association will provide notice of a meeting and the agenda by electronic mail to all Members who furnish the Association with their electronic mail addresses. Electronic notice of a special meeting will be given at least twenty-four (24) hours before the meeting.

**Section 4.5** **Quorum.** The presence at the beginning of any Association meeting of Members entitled to cast, or of proxies entitled to cast, sixty seven percent (67%) of the total Membership votes will constitute a quorum for any action, except as otherwise provided in the Governing Documents. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote will have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

**Section 4.6** **Actions Binding on Members.** A majority of votes cast by Members constituting a quorum in person or by proxy will be sufficient to make decisions binding on all Owners, unless a different number or method of voting is expressly required by statute or by the Governing Documents. As used in these Bylaws, the term "majority“ will mean those votes, Owners, or other groups as the context may indicate totaling more than sixty seven percent (67%) of the total number.

**Section 4.7** **Voting.** Voting may be by voice, by show of hands, by consent, by electronic means, by directed proxy, by written ballot, or as otherwise determined by the Meeting Chair present at a meeting where a vote is to be taken.

a. The Association is entitled to reject a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory’s authority to sign for the Owner.

**Section 4.8** **Voting by Written Ballot or Electronic Communication.** The Board may decide that voting of the Members on any matter required or permitted by Colorado law, the Articles, or these Bylaws will be by e-mail, facsimile or other electronic communication. Pursuant to the Colorado Revised Nonprofit Corporation Act (the “NonProfit Act”), any action that may be taken at any annual, regular or special Member meeting may be taken without a meeting if the Secretary delivers a written ballot to every Member entitled to vote on the matter.

1. A written ballot will: (i) set forth each proposed action; and (ii) provide an opportunity to vote for or against each proposed action. Written ballot approval is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.
2. All solicitations for votes by written ballot will: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of Board members; (iii) specify the time by which a ballot must be received by the Board in order to be counted; and (iv) be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter.
3. A written ballot may not be revoked.

**Section 4.9** **Proxies.** Any Member may cast their vote in person or by proxy appointed in conformance with C.R.S. § 7-127-203. No proxy will be valid if it is not dated, if it purports to be revocable without notice or if it is obtained through fraud or misrepresentation. Further, no proxy will be valid after eleven months from the stated date of its execution unless otherwise provided in the proxy or unless voluntarily revoked upon notice, amended, or sooner terminated by operation of law. Finally, no proxy will be valid unless filed with the Secretary at or before the appointed time of the meeting at which the proxy will be voted.

**Section 4.10** **Designation of Voting Representative by Non-Individual Owners-Requirement for Proxy.** If title to a Condominium Unit is held in whole or in part by a firm, corporation, partnership, association, limited liability company or other legal entity, the voting privilege appurtenant to that ownership may be exercised only by a proxy executed on behalf of such party or parties, filed with the Secretary, and appointing and authorizing one person or alternate persons who is a Member, shareholder or beneficiary of such entity to attend all regular or special Member meeting and to cast the vote allocated to that Condominium Unit at the meeting.

**Section 4.11** **Waiver of Notice.** Waiver of notice of a Member meeting will be deemed the equivalent of proper notice. Any Member who furnishes his e-mail address to the Association and the Association delivers notice to such address is deemed to waive any notice by mailing or personal delivery. Any Member may waive, in writing, notice of any Member meeting, either before or after such meeting. A Member’s attendance at a meeting, whether in person or by proxy, will be deemed the Member’s waiver of notice of the time, date and place of the meeting unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting will also be deemed waiver of notice of all business transacted at the meeting unless objection to the calling or convening of the meeting without proper notice, is raised before the business is put to a vote.

**Section 4.12** **Action Without a Meeting.** Any action which may be taken by the vote of the Members at a regular or special meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Members.

**Section 4.13 Teleconference.** Any regular or special Member meeting may be conducted to permit a Member to participate by teleconference or other electronic means.

**Section 4.14** **Order of Business.** The Board may establish the order of business at all Board or Member meetings. The Meeting Chair may revise the agenda as necessary.

 **Section 4.14 Conduct of Member Meetings.** The following rules of conduct and order will govern all Member meetings:

 **a.** The President of the Association or Board designee will chair all Member meetings.

 **b.** All Owners and persons who attend Member meetings will sign in, present any proxies and receive ballots as appropriate.

 **c.** Any person desiring to speak must sign up on the list provided at check in and indicate if he/she is for or against an agenda item.

 **d.** Anyone wishing to speak must first be recognized by the Chair.

 **e.** Only one person may speak at a time.

 **f.** Each person who speaks will first state his or her name and Condominium Unit address.

 **g.** Any person who is represented at the meeting by another person, as indicated by a written instrument, will be permitted to have such person speak for him/her.

 **h.** Those addressing the meeting will be permitted to speak without interruption from anyone as long as these rules are followed.

 **i.** Comments will be offered in a civilized manner and without profanity or personal attacks and will be relevant to the purpose of the meeting.

 **j.** Each person will have a maximum of three minutes to make a statement or to ask questions. The Board may decide whether or not to answer questions during the meeting. Each person may only speak once. A speaker may not yield time to another individual. The Chair may increase or decrease the time limit if the change is uniform for all persons addressing the meeting.

 **k.** All actions or decisions will require a first and second motion.

 **l.** Once a vote has been taken, there will be no further discussion regarding that topic.

 **m.** The Association will keep minutes of actions taken.

 **n.** Anyone disrupting the meeting, as determined by the Chair, will be asked to “come to order.” Anyone who does not come to order will be requested to immediately leave the meeting.

 **o.** The Chair may establish such additional rules of order as may be necessary from time to time.

**ARTICLE V**

**BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE**

**Section 5.1** **Number, Qualification and Term.** The Board, consisting initially of three (3), persons, will manage the affairs of the Association. The Board members will be Members of the Association or the delegates of Members appointed by proxy. The term of office will be three (3) years or until a successor is elected or appointed or until there is a decrease in the number of Board members. The terms of office will be staggered so that a system is established where one Board member is elected each year. The number of Board members may be established from time to time by amendment to these Bylaws.

**Section 5.2** **Voting Procedures Generally.** In the election of the Board, each Member will have the right to vote the number of votes to which he is entitled for as many persons as there are Board members to be elected. Cumulative voting will not be allowed.

**Section 5.3** **Removal of Board Members.**

 **a.** By the Members. Any Board member may be removed, with or without cause, at any regular or special Member meeting by vote of sixty seven percent (67%) of the Members voting in person or by proxy at a meeting at which a quorum is present. A successor to any Board member removed will be elected at such meeting to fill the vacancy created by removal of the Board member. A Board member whose removal is proposed by the Members will be given notice of the proposed removal prior to the date of such meeting and will be given an opportunity to be heard at such meeting.

 **b.** By the Board. Any Board member who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or otherwise in violation of the Governing Documents for more than thirty (30) days may be removed by a majority vote of the Board members present at a regular or special Board meeting at which a quorum is present, and the Board may appoint a successor. In the event of the death, disability, resignation or removal by the Board, as set forth in this subsection (b), of a Board member, the Board may declare a vacancy, and the Board may appoint a successor. Any successor the Board appoints will serve for the remainder of the term of the Board member replaced.

**Section 5.4** **Vacancies.** Any vacancy occurring on the Board, other than removal by the Members, may be filled by the affirmative vote of a majority of the remaining Board members, though less than a quorum of the Board. The term of the Board member so elected will be coincident with the terms of the replaced Board member.

**Section 5.5** **Compensation.** No Board member will receive compensation for service as a Board member unless approved by majority vote of the Members. However, Board members may be reimbursed for actual, reasonable expenses incurred on behalf of the Association. The Association may compensate a Board member, or any entity with which a Board member is affiliated, for services or supplies furnished to the Association in a capacity other than as a Board member pursuant to a contract or agreement with the Association, provided that such Board member’s interest is disclosed and approved by a majority of the Board, excluding the interested Board member.

**ARTICLE VI**

**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 6.1** **General.** The Board has the powers and duties necessary for the administration of the affairs of the Association as further specified in the Act, the Condominium Ownership Act and the Nonprofit Act. Except as provided by the Governing Documents or applicable laws, the Board may do all such acts and things which are not specifically required to be done by the Members and may otherwise act in all instances on behalf of the Association.

**Section 6.2** **Specific Powers and Duties.** Without limiting the generality of powers and duties set forth in Section 6.1 above, the Board has the following powers and duties, in each case subject to applicable requirements of the Governing Documents and law:

**a.** To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration.

**b.** To establish, make or amend reasonable rules, regulations and policies from time to time and enforce compliance with such reasonable rules, regulations and policies as may be necessary for the operation, use and occupancy of the Project, subject to the provisions of the Declaration. A copy of such rules and regulations will be delivered, mailed by U.S. mail, posted on the Association’s website, or by e-mail to each Member promptly after adoption. The Board will review all rules, regulations and policies to ensure conformance with applicable law and the current needs of the Project at each annual meeting when officers are elected.

**c.** To keep in good order, condition and repair the Common Elements and items of personal property, if any, used in the enjoyment of the Common Elements. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Bylaws.

**d.** To fix, determine, levy, and collect the prorated annual Assessments each Member will pay towards the gross expenses of the Project, and to adjust, decrease or increase the amount of the Assessments, and to credit any excess of Assessments over expenses and cash reserves to the Members against the next succeeding Assessment period.

**e.** To levy and collect special Assessments whenever, in the opinion of the Board, it is necessary to do so as provided in the Declaration.

**f.** To levy and collect default Assessments because the Association has incurred an expense on behalf of a Member under the Governing Documents.

**g.** To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Owner, and to exercise other remedies for delinquent Assessments as set forth in the Governing Documents.

**h.** Subject to Members’ approval, to fix, determine, levy and collect the working capital funds each Member will pay towards the working capital account of the Association, and to propose, decreases or increases in the amount of working capital funds collected from each Member as provided in the Declaration.

**i.** To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration and these Bylaws, and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board may deem necessary and such indebtedness will be the several obligation of all Owners in the same proportions as they share Common Expenses.

**j.** To dedicate, sell or transfer all or any part of the Common Elements to any public, governmental or quasi-governmental agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members, and subject to such additional limitations as may be set forth in the Declaration or the Act, including without limitation the requirement of obtaining the prior approval of sixty seven percent (67%) of the votes of the Members present and voting in person or by proxy on the issue.

**k.** To enter into contracts within the scope of their duties and powers.

**l.** To establish a bank account for the operating account of the Association and for the reserve funds and adopt an investment policy for reserve funds as required or deemed advisable by the Board.

**m.** To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses or disbursements and to permit examination thereof by Members or their Mortgagees during convenient weekday business hours.

**n.** To cause any and all access roads, parking areas, and roadways in and to the Project and across the Project to be maintained, repaired and replaced as necessary to the extent those facilities are within the jurisdiction or control of the Association, subject to the provisions of the Declaration.

**o.** To maintain and remove snow from any and all driveways, roadways and parking areas at the Project and to maintain and replace as necessary the landscaping, lawn, trees, shrubs, and other vegetation, and the sprinkler or other irrigation systems located on the Project for the benefit of the Members.

**p.** To cause to be maintained the insurance coverage (including without limitation fidelity insurance, or in its place, a bond covering the Manager, the Board, the officers and any other persons charged with handling Association funds) as may be necessary to comply with the requirements of the Declaration, these Bylaws and applicable law.

**q.** In general, to carry on the administration of the Association and to do all those things necessary and responsible in order to carry out the communal aspects of Ownership, all in accordance with the Declaration and applicable requirements of Colorado law.

**r.** To delegate to a Manager, or any other person or entity, such of the Association’s duties or responsibilities as may be more conveniently or efficiently performed by someone other than the Association, and to agree to assess to the Members a reasonable fee for such services, except that the duties set forth in subparagraphs (d), (f), (g), (i), (j), (k) or (s) of this Section are duties reserved to the Board by law and may not be delegated.

**s.** To designate and remove personnel necessary for the operation, maintenance, repair and replacement of the Common Elements.

**t.** To prepare a budget before the close of each fiscal year of the Association and submit the budget to the Association as required by the Act.

**u.** To authorize as a Common Expense reimbursement of Board members for their actual and necessary expenses incurred in attending educational meetings and seminars on responsible governance of common interest owners associations. The course content of such educational meetings and seminars will be specific to Colorado, and will make reference to applicable sections of the Act.

**Section 6.3** **Manager.** The Board may designate a Board member or employ a professional management agent or agents as Manager for compensation established by the Board, to perform such duties and services as authorized by the Board. The Board may delegate to the Manager, subject to the Board’s supervision, all of the powers granted to the Board by these Bylaws, other than the powers set forth in subparagraphs (d), (f), (g), (i), (j), (k) or (s) of Section 6.2 of this Article and duties reserved to the Board by law. If the Board delegates powers of the Board or officers relating to collection, deposit, transfer or disbursement of the Association funds to the Manager, then subparagraphs (a), (b), (c), (d) and (e) below will apply.

**a.** Fidelity Insurance. The Association will maintain fidelity insurance coverage or a bond providing the same type of insurance as described in the Declaration in the amount of three month’s current Assessments plus reserves, as calculated from the current budget of the Association, on all Condominium Units in the Project, or (iii) such higher amount as the Board may require.

**b.** Maintain Association Accounts. The Manager will maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the Manager and will maintain all reserve accounts of each association so managed separate from operational accounts of the Association, each with appropriate access controls, and the bank where the accounts are located must send copies of monthly bank statements directly to the Association. Unless the Board gives express authorization, the Manager will not have authority to draw checks on, or transfer funds from, the Association’s reserve account.

**c.** Accounting and Financial Information. Accounting, financial records and an audit or review will be prepared and presented as required under these Bylaws or any policy the Board may adopt from time to time.

**d.** Management Agreement. If a Manager is employed, the management agreement must be for a specified term (not to exceed three (3) years) and must contain specific termination provisions. Such termination provisions may not require the payment of any penalty for termination for cause or require advance notice of termination without cause in excess of ninety (90) days. The Association has the right to renegotiate or terminate the management agreement without cause as provided in the Act.

**e.** Right of Entry. The Manager will have the right to enter each Condominium Unit in case of any emergency originating in or threatening such Condominium Unit whether or not the Owner or occupant is present at the time. Such authorized persons will also have the right to enter each Condominium Unit to perform maintenance and repair work as prescribed by these Bylaws and the Declaration.

**ARTICLE VII**

**BOARD MEETINGS**

 **Section 7.1** **Regular Meetings.** Regular Board meetings will be held at such regular times as set by the Board, at such place and hour as may be fixed from time to time by resolution of the Board, but such meetings will be held no less frequently than annually. If a regularly scheduled meeting falls on a legal holiday that meeting will be held at the same time on the next day which is not a legal holiday.

 **Section 7.2** **Special Meetings.** Special Board meetings will be held when called by the President of the Association, or by any two Board members, after not less than three (3) days’ notice to each Board member.

 **Section 7.3** **Quorum.** A quorum is deemed present throughout any meeting of the Board if persons entitled to cast sixty seven percent (67%) of the votes on the Board are present at the beginning of the meeting.

 **Section 7.4** **Agendas and Attendance.** All Members or their representatives may attend all regular and special Board or committee meetings. However, the chairman of the meeting must authorize Member participation. Agendas for Board meetings will be made reasonably available for examination by all Members or their representatives.

 **Section 7.5** **Executive Sessions.** Board members or any committee thereof may hold an executive or closed door session and may restrict attendance to Board members and such other persons the Board requests during a regular or specially announced meeting.

  **a.** The matters to be discussed at such an executive session are as follows:

 **i.** Matters pertaining to employees of the Association or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;

 **ii.** Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

 **iii.** Investigative proceedings concerning possible or actual criminal misconduct;

 **iv.** Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure; and

 **v.** Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy.

 **b.** No rule or regulation of the Board or committee thereof may be adopted during an executive session. The minutes of all meetings at which an executive session was held will indicate that an executive session was held, and the general subject matter of the executive session.

 **Section 7.6** **Actions Binding on Board members.** Every action taken or decision made by a majority of the Board members present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

 **Section 7.7** **Waiver of Notice.** Attendance of a Board member at any meeting will constitute a waiver of notice of such meeting, except when a Board member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board members, any Member of the Board may waive in writing notice of such meeting, and such waiver will be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special Board meeting need be specified in the waiver of notice of such meeting.

 **Section 7.8** **Action Taken Without a Meeting.** The Board members will have the right to take any action they could take at a meeting in the absence of a meeting by obtaining the written approval of all the Board members. Any action so approved will have the same effect as though taken at a meeting of the Board members.

 **Section 7.9** **Teleconference Meetings.** Any regular or special Board meeting may be conducted by teleconference or other electronic means, followed by minutes of such meeting, which will be distributed to each Board member.

 **Section 7.10** **Conduct of Board Meetings.** The following rules of conduct and order will govern all Board meetings.

 **a.** The President of the Association, or Board designee, will chair all Board meetings.

 **b.** All persons attending a Board meeting are required to sign in, listing their name and address.

 **c.** All Members or their representative will be given an opportunity to speak as to any matter or ask questions of the Board during the Member Forum at the beginning of the meeting. Any Member or their representative wishing to speak during the Member Forum must indicate so at the time of sign in.

 **d.** Anyone desiring to speak must first be recognized by the Chair.

 **e.** Only one person may speak at a time.

 **f.** Each person speaking will first state his or her name and address.

 **g.** Any person who is represented at the meeting by another person as indicated by a written instrument will be permitted to have such person speak for them.

 **h.** Those addressing the Board may speak without interruption from anyone as long as these rules are followed.

 **i.** Comments will be offered in a civilized manner and without profanity or personal attacks and will be relevant to the purpose of the meeting.

  **j.** Each person will have a maximum of three minutes to speak or to ask questions, although questions may not be answered until a later date. Each person may only speak once during the Member Forum and once on any other issue prior to the Board’s vote such issue. No speaker may yield time to another individual. The Chair may increase or decrease the time limit if the change is uniform for all persons addressing the meeting.

 **k.** The Association will keep minutes of actions taken.

 **l.** Anyone disrupting the meeting, as determined by the Chair, will be asked to come to order. Anyone who does not come to order will be requested to leave the meeting immediately.

 **m.** The Chair may establish such additional rules of order as may be necessary from time to time.

**ARTICLE VIII**

**OFFICERS AND THEIR DUTIES**

**Section 8.1** **Enumeration of Officers.** The Association’s officers will be a President, a Vice-President, a Secretary and Treasurer, all of whom must be Board members, and such other officers as the Board may from time to time create by resolution.

**Section 8.2** **Election of Officers.** The election of officers will take place at the first meeting of the Board following each annual Member meeting.

**Section 8.3** **Term.** The Board will elect the officers of the Association annually and each officer will hold office for one year or until his successor is duly elected and qualified, unless he sooner resigns, or is removed, or is otherwise disqualified to serve.

**Section 8.4** **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may determine from time to time.

**Section 8.5** **Resignation and Removal.** The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

**Section 8.6** **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer replaced.

**Section 8.7** **Multiple Offices.** Any two or more offices may be held by the same person except the offices of President and Secretary.

**Section 8.8** **Duties.** The duties of the officers are as follows:

**a.** President. The President will preside at all meetings of the Association and of the Board; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments; co-sign all promissory notes; cause to be prepared and execute, certify and record amendments to the Declaration on behalf of the Association, execute all instruments of conveyance; and exercise and discharge such other duties of the President as the Board may require.

**b.** Vice-President. The Vice-President will act in the place and stead of the President, in the event of his absence, inability or refusal to act, and will exercise and discharge such other duties as the Board may require.

**c.** Secretary. The Secretary will record the votes and keep the minutes of the meetings and proceedings of the Board and of the Members; serve notice of Board meetings and of the Members; keep appropriate current records listing the Members together with their addresses, execute all instruments of conveyance; and perform such other duties as the Board may require.

**d.** Treasurer. The Treasurer will receive and deposit in the appropriate bank accounts all monies of the Association and will disburse such funds as directed by resolution of the Board; sign all checks of the Association unless the Board specifically directs otherwise, and co-sign all promissory notes of the Association; keep proper books of account; at the direction of the Board, cause an annual audit of the Association books to be made by a public accountant at least once in every three fiscal years; and prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver or make copies available to each of the Members.

 **Section 8.9** **Delegation.** The duties of any officer may be delegated to the Manager or another Board member or designee, except the President and Secretary must execute all conveyances and contracts for the Association.

**ARTICLE IX**

**ASSOCIATION RECORDS, INFORMATION AND REPORTS**

 **Section 9.1** **Corporate Report Filing.** The Board must file the annual report, and at all times keep the Association in good standing with the Colorado Secretary of State. The Secretary or authorized officer of the Association will complete the annual report received from the Colorado Secretary of State with the name of the registered agent and registered office with both the physical and mailing address of the Association for notification by the Secretary of State and for service of process.

 **Section 9.2** **Association Minutes and Record Keeping Requirements.** Pursuant to C.R.S. § 38-33.3-317(1), the Association or its agents will keep as permanent records:

 **a.** Detailed records of receipts and expenditures affecting the Association’s operation and administration;

 **b.** Records of claims for construction defects and amounts received pursuant to settlement of those claims;

 **c.** Minutes of all Member and Board meetings, records of all Member or Board actions taken without a meeting, records of all committee actions taken on behalf of the Association, and records of all waivers of notice of meetings of Members, the Board or any committee;

 **d.** Board members’ written communications, and the votes cast, that are: (i) directly related to a Board action taken without a meeting pursuant to C.R.S. § 7-128-202; or (ii) directly related to a Board action taken without a meeting pursuant to the Bylaws;

 **e.** A list of all Owners including their names, the physical mailing addresses the Association uses to communicate with them, the number of votes each Owner is entitled to vote; except that this paragraph (e) does not apply to a Condominium Unit that is a time-share unit, as defined in C.R.S. § 38-33-110(7);

 **f.** Its current Declaration, Bylaws, Articles of Incorporation, policies and procedures, rules and regulations and other Board adopted policies;

 **g.** Financial statements as described in C.R.S. § 7-136-106, for the past three (3) years and tax returns of the Association for the past seven (7) years, to the extent available;

 **h.** A list of all current Board members and officers including their names, electronic mail addresses, and physical mailing addresses;

 **i.** Its most recent annual report delivered to the Secretary of State, if any;

 **j.** Financial records sufficiently detailed to enable the Association to comply with C.R.S. § 38-33.3-316(8), concerning statements of unpaid assessments;

 **k.** The Association's most recent reserve study, if any;

 **l.** Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;

 **m.** Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;

 **n.** Ballots, proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate;

 **o.** Board adopted resolutions relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; and

 **p.** All written communications within the past three (3) years to all Owners generally as Owners.

 **Section 9.3 Membership List.** The Association will maintain a list of all Owners’ names, mailing addresses and the number of votes each Owner is entitled to vote (the “Membership List”). The Membership List may not be used by any person for any purpose unrelated to an Owner’s interest as an Owner without the Board’s consent. Without limiting the generality of the foregoing, the Membership List may not be used for the following purposes without the Board’s consent:

 **a.** Solicitation of money or property, unless it will be used to solicit Owners' votes in an Association election;

 **b.** Any commercial purpose; or

 **c.** The purchase or sale to or from any person.

 **Section 9.4** **Member Inspection of Association Records.** The Association must make maintained records available for an Owner or the Owner’s authorized agent to examine and copy. The Association may require Owners to submit a written request, describing with reasonable particularity the records sought, at least five (5) days prior to inspection or production of the documents, and may limit examination and copying times to normal business hours or the next regularly scheduled Board meeting if the meeting occurs within thirty (30) days after the request. Notwithstanding any provision of the Governing Documents to the contrary, the Association may not condition the production of records upon the statement of a proper purpose. The Association may impose a reasonable charge to be collected in advance to cover the costs of labor and material for copies of records. The Owner may request electronic copies to be furnished.

 **a.** The Association ***may*** withhold association records concerning:

 **i.** Architectural drawings, plans and designs, unless the legal owner of the drawings, plans or designs consents to their release in writing;

 **ii.** Contracts, leases, bids, or records related to provision of goods or services that the Board is currently negotiating;

 **iii.** Communications with legal counsel that are protected by the attorney-client privilege or the attorney work product doctrine;

 **iv.** Disclosure of information in violation of law;

 **v.** Records of an executive session of the Board; or

 **vi.** Condominium Units that the requesting Owner does not own.

 **b.** The Association ***must*** withhold association records concerning:

 **i.** Personnel, salary or medical records relating to specific individuals;

 **ii.** Owners’ personal identification and account information including bank account information, telephone numbers, electronic mail addresses, driver’s license numbers, and social security numbers; or

 **iii.** Any documents that are confidential under constitutional, statutory or judicially imposed requirements.

 **c.** No Owner may remove the Association’s original books or records from the place of inspection, nor alter, destroy or mark any association record.

 **d.** The use of association records, or the information within those records, for commercial purposes is prohibited.

 **Section 9.5** **Statement of Assessments.** The Board or Manager, if any, will furnish to any Owner, the Owner’s designee or Mortgagee, a written statement setting forth the amount of unpaid assessments currently levied against such Owner upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent. The statement will be furnished within fourteen (14) calendar days after receipt of the request and is binding on the Association, the Board, and every Owner. If no statement is furnished to the Owner or Mortgagee, or the Owner's designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association will have no right to assert a lien upon the Condominium Unit for unpaid assessments that were due as of the date of the request. The Association shall keep financial records sufficiently detailed to enable the Association to comply with C.R.S. § 38-33.3-316(8) concerning statements of unpaid assessments. All financial and other records will be made reasonably available for examination by any Owner or the Owner’s designees.

 **Section 9.6 Disclosures to Owners.**

 **a.** Association and Manager Information.At least annually, the Association shall provide all Owners with a written notice stating: the Association’s name, the Manager’s name, if any; the physical and mailing addresses and telephone numbers for the Association and the Manager; the name of the Project; and the recording date and reception number of the Declaration. The Association will provide Owners with notice of address or manager changes within ninety (90) days of such change.

 **b.** Annual Disclosures.Within 90 days of the end of each fiscal year, the Association shall make the following information available to Owners:

 **i.** The date its fiscal year commences;

 **ii.** The operating budget for the current fiscal year;

 **iii.** A list of the Association’s current regular and special assessments;

 **iv.** Annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;

  **v.** The results of any financial audit or review or the fiscal year immediately preceding the current annual disclosure;

 **vi.** A list of all Association insurance policies, including, but not limited to, property, general liability, association director and officer professional liability, and fidelity policies. This list shall include the company names, policy limits, policy deductibles, additional named insureds, and expiration dates;

 **vii.** The Governing Documents; and

 **viii.** The Board and member meeting minutes for the fiscal immediately preceding the current annual disclosure.

 **c.** Method of Disclosure. The Association has the widest possible latitude in disclosure methods, so long as the required information is readily available at no cost to Owners. If the Association incurs a cost for disclosure, such cost is a Common Expense.

 **Section 9.7** **Audit/Review.**

 **a.** Audit*.* The Association’s books and records will be subject to an audit by a certified public accountant, using generally accepted auditing standards, upon the following conditions:

 **i.** At the discretion of the Board;

 **b.** Review. The books and records of the Association will be subject to a review by an independent and qualified person selected by the Board upon the conditions set forth below. The person selected to conduct a review need not be a certified public accountant, but must have a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study, and shall use statements on standards for accounting and review services. A review will be conducted upon the following conditions:

 **i.** At the discretion of the Board;

 **c.** GAAP.The audit or review report shall cover the Association’s financial statements, which shall be prepared using generally accepted accounting principle or the cash or tax basis of accounting.

 **d.** Copies of Reports. Copies of an audit or review report will be made available thirty (30) days after its completion to any requesting Owner.

**ARTICLE X**

**INDEMNIFICATION**

**Section 10.1**  **Definitions.** For purposes of this Article, the following terms will have the meanings set forth below:

**a.** Proceeding. Any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal;

**b.** Indemnified Party. Any person who is or was a party or is threatened to be made a party to any Proceeding by reason of the fact that he is or was a Board member or officer of the Association or, while a Board member or officer of the Association, is or was serving at the request of the Association as a Board member, committee Member, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

**Section 10.2 Indemnification.** The Association will indemnify, if indemnification is authorized by C.R.S. § 7-129-102, any Indemnified Party in any Proceeding. The Association will advance the expenses of the Indemnified Party as provided in C.R.S. § 7-129-104.

**Section 10.3** **Insurance.** By action of the Board, notwithstanding any interest of the Board members in such action, the Association may purchase and maintain insurance, in such amounts as the Board may deem appropriate, on behalf of any Indemnified Party against any liability asserted against him or her incurred by him or her in his or her capacity of or arising out of their status as an Indemnified Party, whether or not the Association would have the power to indemnify him or her against such liability under applicable provisions of law.

**Section 10.4** **Right to Impose Conditions to Indemnification.** The Association will have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as to the Board may appear appropriate in each specific case and circumstances including, without limitation, any one or more of the following: (a) that any counsel representing the person to be indemnified in connection with the defense or settlement of any Proceeding will be counsel mutually agreeable to the person to be indemnified and to the Association; (b) that the Association will have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the person to be indemnified; and (c) that the Association will be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified person’s rights of recovery, and that the person to be indemnified will execute all writings and do everything necessary to assure such rights of subrogation to the Association.

**ARTICLE XI**

**OBLIGATIONS OF THE OWNERS**

 **Section 11.1 Community Quality of Life.** All Owners are Members of the Association and will always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Project was built. Because neighbors rely on one another to maintain the quality of life and property values in the Project, each Member is more accountable to other Members than in other communities without shared common elements.

 **Section 11.2 Maintenance and Repair.** Subject to Article 7 of the Declaration:

 **a.** Owners must perform promptly at his own expense all maintenance and repair work within the Owner’s Condominium Unit if failure to do so would affect the Project or other Condominium Units.

 **b.** Owners are responsible for all expense of the repairs of internal installations of the Condominium Unit such as water, light, gas, power, sewage, telephones, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures including any air conditioning equipment belonging to the Condominium Unit.

 **c.** Owners must reimburse the Association or another Owner promptly upon receipt of a statement for any expenditures the Association or another Owner incurs in repairing, replacing or restoring any common elements or any Condominium Unit damage caused by the Owner, or the Owner’s guests, invitees, or tenants, even if such act or omission was not negligent or resulting from failure to maintain a Condominium Unit.

 **Section 11.3 Mechanic’s Lien.** Each Owner agrees to indemnify and to hold the Association and each of the other Owners harmless from any and all claims of mechanic’s lien filed against other Condominium Units or the common elements for labor, materials, services or other products incorporated in the Owner’s Condominium Unit or limited common elements. Within thirty (30) days after a lien is filed the responsible Owner must either obtain a release of the lien or deposit cash or a bond to discharge the lien pursuant to Colorado law. Any amount owed by an Owner under the indemnity provided in this section may be assessed by the Association to the responsible Owner.

 **Section 11.4 Proof of Ownership.** Upon taking Ownership of a Condominium Unit, an Owner must upon request of the Association furnish a copy of the recorded instrument vesting such Owner’s ownership interest. The Association will maintain the instrument as an Association record.

 **Section 11.5 Registration of Mailing Address.** Within five (5) days after transfer of title each Owner must provide the Secretary or Manager with one registered mailing address or electronic address for delivery of monthly statements, notices, demands and all other communications. If no address is registered then the address of the Condominium Unit will be used as the registered mailing address until the Owner(s) furnish another registered mailing address pursuant to this section. A registered mailing address may be changed from time to time by similar designation.

**ARTICLE XII**

**LENDERS**

 **Section 12.1 Notice to the Association.** Any Owner that grants a security interest in a Condominium Unit shall upon request, notify the Association through the Manager or the Secretary of the name and address of the lender. The Association will maintain such information as Association records.

 **Section 12.2 Notice of Unpaid Assessments.** Upon request of a lender holding a security interest, the Association will provide a report of the Owner’s unpaid Assessments.

**ARTICLE XIII**

**NONPROFIT CORPORATION**

This Association is not organized for profit. No Member, Board member, or person from whom the Association may receive any property or funds will receive or will be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event will any part of the funds or assets of the Association be paid as a dividend or be distributed to, or inure to the benefit of any Board member. Notwithstanding the foregoing, (a) reasonable compensation may be paid to any Member or Board member acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association; (b) any Member Board member may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, and (c) any Board member may be reimbursed for actual and reasonable expenses incurred in the performance of his duties.

**ARTICLE XIV**

**AMENDMENTS**

**Section 14.1** **Amendment by the Board.** The Board may amend these Bylaws by a vote of not less than sixty seven percent (67%) of the Board members at any regular or special Board meeting. A statement of any proposed amendment will accompany the notice of any regular or special Board meeting at which such proposed amendment will be voted upon.

**Section 14.2 Amendment by the Members.** These Bylaws may be amended by the affirmative vote of at least a majority of the Members. However, notwithstanding the foregoing, no provisions of these Bylaws may be amended by a number of Members which is less than the number of Members required within that particular provision to take certain action. Amendments may be proposed by the Board or by petition signed by the holders of at least a majority of the votes. A statement of any proposed amendment will accompany the notice of any regular or special meeting at which such proposed amendment will be voted upon.

**Section 14.3** **Scope of Amendments.** These Bylaws may not be amended in a manner inconsistent with the Articles, the Declaration, or Colorado law.

**ARTICLE XV**

**MISCELLANEOUS**

**Section 15.1** **Fiscal Year.** The Association’s fiscal year will begin on the first day of January and end on the 31st day of December each year.

**Section 15.2** **Conflicts of Documents.** In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles will control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

**Section 15.3** **Numbers and Genders.** Whenever used herein, unless the context otherwise provides, the singular numbers include the plural, the plural the singular, and the use of any gender includes all genders.

 **CERTIFICATE**

The undersigned President of the Association does hereby certify that the above and foregoing Bylaws were duly adopted by the Board of Directors as the Bylaws of this Association on the 1st day of January, 2015, and that they constitute the Bylaws of this Association.

 Masthead Commercial Condominium Association, Inc.

 By: Dennis Krueger

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 President

 Masthead Commercial Condominium Association, Inc.