

AMENDED AND RESTATED BY-LAWS
OF
THE HIGHLINE CLUB OWNERS ASSOCIATION
(a non-profit corporation)

ARTICLE I
Object

The purpose for which The Highline Club Owners Association ("Association") is formed is to govern the Property situate in the City and County of Denver, Colorado described in the First Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements ("Declaration") for Highline Club, and all amendments and supplements thereto. All terms defined in the Declaration or in the Association's Articles of Incorporation ("Articles") shall have the same meanings herein unless otherwise defined.

REFERENCES AND CONTROLLING LAW

Unless specifically stated the following statutes and documents specify the manner and means of operation and governance of the Association. They are set forth in the order in which they generally must be adhered to:

1. The Colorado Common Interest Ownership Act ("CCIOA") to the extent that sections are made applicable to this Association by Section 38-33.3-117, as amended.
2. The Condominium Ownership Act ("Condominium Act")
3. The Colorado Revised Nonprofit Corporation Act ("The Nonprofit Act").
4. The Declaration.
5. The Articles.
6. The By-laws of the Highline Club Owners Association ("By-laws")
7. Rules, Regulations and/or Policies ("Rules") duly adopted by the Board of Directors ("Board").

As used in these By-laws, the following terms shall have the meaning set forth after each term:

1. "Association documents" shall be a general reference to the Declaration, Articles, By-laws and Rules.
2. "Controlling law" shall be a general reference to CCIOA, the Condominium Act and the Nonprofit Act.
3. "Board" shall include any references in the Controlling Law to "Executive Board" or any other term used in any statute or Association document to refer to the Board of Directors of the Association.
4. "Owner" shall mean a unit or lot owner and is used interchangeably with the word "member".
5. "Managing Agent" shall mean any person or firm retained by the Board to assist with the day-to-day operations of the Association, and perform such other duties

as may be agreed upon. The words "Manager" or "Management Companies" are synonymous.

ARTICLE II Membership, Voting, Quorum and Proxies

Section 1. Membership, Voting. There shall be one class of Members of the Association.

Members shall be the Owners of lots at Highline Club and shall be entitled to one vote for each Lot owned. If any lot is owned by more than one person or a corporation or other entity, such multiple owners, or, an officer of such corporation, or other entity shall be designated as the voting member with respect to such Lot in a written notice delivered to the Secretary of the Association and subscribed to by all such persons, by such corporation, or by the authorized controlling persons of such entity. If the same Member owns more than one Lot, such Member shall be entitled to one vote for each Lot owned. The designation of the person authorized to vote may be changed at any time prior to a vote in the manner provided above. Nothing herein shall preclude a designated voting member from giving a proxy to any person. If more than one of multiple individual owners are present at a meeting and disagree on how the vote should be cast, a majority of such persons shall decide. No fractional voting shall be allowed.

Cumulative voting shall not be allowed for any purpose.

Section 2. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members entitled to vote more than one-third of the total votes of the Members shall constitute a quorum for the transaction of business at any annual or special meeting of the Association.

Section 3. Proxies. Members of the Association may vote at Association meetings either in person or by proxy. Every proxy must be executed in writing or delivered electronically by the Member or his duly authorized attorney-in-fact. A proxy is void if it is not dated or purports to be revocable without notice. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy. The appointment of a proxy may be revoked by the person who granted it by giving written or electronically communicated notice to the Board, or by the members' attendance and voting at the meeting.

Except as stated above, provisions of CCIOA and the Nonprofit Act shall apply to the creation, acceptance or rejection and revocation of proxies.

The holder of a proxy, which contains directions on how the vote shall be cast, shall cast the proxy vote only in accordance with such directions.

Section 4. Voting. At any meeting of Members, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting in person or by

proxy shall be the act of the Members, unless a vote of a greater number or percentage is required by controlling law, the Articles, the Declaration, or these By-Laws.

Voting for members of the Board, if contested, shall be by secret ballot. Upon request of any owner, the vote on any other matter affecting the Association on which all unit owners are entitled to vote shall be by secret ballot.

Voting Lists. For purposes of determining who may vote at any annual or special meeting of members, the following provisions shall apply:

1. At all times the Association, through its Board and/or Managing Agent shall maintain a current list of all Owners. Such list shall be maintained in two forms, one alphabetical and one by unit number. The list shall be available for examination by Owners during reasonable business hours, for any legitimate purpose.
2. The list shall be amended at such time as the Board or the Managing Agent receives written notice, accompanied by supporting documents (such as a copy of a deed) of the transfer of an owner's interest in a unit. Upon receipt of such notice the new owner shall be added to the list and the prior owner deleted.
3. In the event that the notice of change in ownership (and thus membership in the Association) is received after a notice of any meeting has been sent to owners, the new owner shall be given notice of the meeting as soon as possible.
4. The "record dates" for voting and notice of any meeting shall be the date of the meeting for voting purposes and the date that notice is initially given for purposes of notice.
5. For purposes of voting, any owner, whether listed as provided above or not, who provides reasonable proof of ownership at a meeting shall be entitled to vote.

ARTICLE III

Membership Meetings.

Section 1. Annual Meetings. The annual meetings of the Association shall be held during the month of January of each year, at Highline Club, or at such other time and place as may be designated by the Board.

Section 2. Special Meetings. Special meetings of the Members of the Association may be called by the President, or by resolution of a majority of the Board of Directors or by Members representing at least 20% of the total votes of the Members of the Association. A notice of any special meeting shall state the date, time and place of the meeting and items on the agenda including the general nature of any proposed amendment to the Declaration or By-laws, any budget changes and any proposal to remove an officer or Board member.

Section 3. Open Meetings. All meetings of the Association or the Board shall be open to the Members and/or their designated representatives (whose designation shall be made in writing). Members or their representatives may attend, listen and speak at

appropriate times during deliberations and proceedings, except that for regular and special meeting of the Board, owners who are not Board members may not participate in deliberations or discussions unless specifically authorized by a majority of the Directors present. Reasonable time restrictions may be placed on speakers.

Nothing in this section shall preclude the Board from holding executive or closed-door sessions to discuss matters authorized by controlling law.

Section 4. Notice of Meeting. Notice of the annual and any special meeting of the Members shall be given in a fair and reasonable manner. Unless otherwise waived in writing, notice shall be given in writing by first class mail and shall contain the date, time, place and agenda for the meeting, and in the case of a special meeting the information specified in Section 2, above. Notice for any meeting at which amendments to the Articles, Declaration, or By-laws shall be proposed for approval shall have attached or enclosed with the notice a copy of the proposed changes and any other information the Board deems appropriate in order to analyze and understand the proposed changes. Such notice shall also contain a statement specifying the number or percentage of member votes required to adopt such amendment

Notices of annual or special meetings of members may be given, subject to the provisions of the foregoing paragraph, in any manner authorized by controlling law.

Notices shall be deemed timely if delivered within the time limits specified in the Nonprofit Act (primarily Section 7-127-104).

A copy of all notices provided for in this section shall be posted on the Association bulletin board located adjacent to the mailboxes at least 10 days before the scheduled meeting. Such copy shall contain all the information contained in the notice sent to the members, except that copies of proposed amendments to the Articles, Declarations or By-laws need not be posted.

Waiver of Notice. To the extent that the Declaration (Sec 28) mandates that all notices be sent by certified mail, such requirement, except as specifically stated in these By-laws or the Rules, shall be deemed waived by the Members, unless the Member notifies the Board, in writing, that the Member declines to waive certified mail notice as to any particular meeting.

To the extent that the Declaration (Sec 29) mandates that all notice to the Association, the Board or the Managing Agent be sent by certified mail, that requirement is deemed waived for all purposes and any such notice or correspondence shall be deemed properly served if sent by first class mail, properly addressed to the Board or the Managers; Agent or the Association. The address for the Board, Association and or the Managing Agent shall be either the address of the current Managing Agent, or the address of the Association registered agent (on file with the Secretary of State) or 9200 Cherry Creek South Drive, Denver, Colorado 80231, if such latter address includes the name of a current Board member and such members' unit number.

To the extent that controlling law authorizes that notice be sent or delivered by electronic means, such notice shall be deemed supplemental to written notice sent by mail. Owners who receive notices by electronic means may submit to the Association a written waiver of notice by mail and if so, notice delivered by electronic or other authorized means shall be deemed reasonable and sufficient notice to such Owner.

In the event proper notice is not given to an Owner, attendance by such owner at the meeting shall constitute a waiver of notice by such Owner, unless the Owner objects to the meeting or specific action to be taken either at the commencement of the meeting or prior to a discussion and vote on a particular matter.

Record of Waivers and Notices. The Secretary, Managing Agent, or other person or entity designated by the Board, shall keep a permanent record of all written waivers of notice and shall prepare and keep a certificate of mailing or a certificate of service of notice (if sent by other means). The certificate of mailing or other notice shall state:

1. A description of the notice.
2. The date of giving of the notice.
3. The means of giving notice.
4. The name and address of the person to whom the notice was sent or delivered.

When a notice is sent to more than one person, a single certificate shall be sufficient for the recording of all information described above.

Section 5. Adjourned Meetings. If any meeting of the Members cannot proceed because a quorum is not present or for any other reason, the meeting may be adjourned to a later date. If the date, time and place of the adjourned (subsequent) meeting are announced at the original meeting no new notice need be sent to the members, except that a notice of the new date, time and place shall be posted on the Association bulletin board prior to the new meeting date. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted.

Section 6. Unanimous Consent. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. Upon receipt of all documents evidencing unanimous consent, such consent shall have the same force and effect as a unanimous vote of the Members. In the event unanimous consent cannot be obtained within sixty (60) days after the initiation of the action, the matter for which unanimous consent is sought shall be deemed defeated.

Nothing herein shall preclude the same matter from being proposed subsequently at any annual or special meeting.

Section 7. Action by Written Ballot. Action by written ballot is not authorized.

ARTICLE IV Board of Directors

Section 1. Numbers and Qualifications. The affairs and business of the Association shall be conducted by a Board of Directors consisting of five members. Each Member of the Board of Directors shall be an Owner if such owner is an individual, or the Designated Member if such owner is more than one person or a corporation or other entity. Members of the Board shall serve until the expiration of their term and until their successors are duly elected and qualified.

Section 2. Election and Term of Office. Directors shall be elected for a three-year term of office. Terms of office shall be staggered so that approximately one-third (1/3) of the Directors' terms expire each year. At each annual meeting the members shall elect Directors to fill any vacancies created by expiring terms.

At any annual meeting where a vacancy on the Board exists for any other reason, the Members shall elect a Director to fill the unexpired term of the vacated position.

Section 3. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a Director at any annual or special meeting of the Members, as provided in Section 16, below, shall be filled by a vote of the majority of the remaining Directors then in office. Each person so elected shall serve until the next annual meeting at which time the Members shall elect a person to fill the vacancy for the balance of the unexpired term. In the event of an increase in the number of directors by virtue of an amendment to the By-Laws, the persons required to fill such vacancies shall be elected by the Members at the meeting at which the amendment is adopted and shall serve until his or her term expires.

Section 4. Compensation. Directors shall not be paid any compensation for their services performed as Directors unless a resolution authorizing such remuneration shall have been adopted by the Association. Directors may be reimbursed for actual expense incurred in connection with their duties as Directors. Requests for expense reimbursement shall be made in writing with substantiating documentation attached, and submitted to the Board for approval.

Section 5. Organizational Meeting. Immediately following the annual meeting of the Association, or within ten (10) days thereafter at the option of the newly constituted Board, the Board shall hold an organizational meeting for the purpose of electing officers for the ensuing year. If not held immediately following the annual meeting, all Directors shall be given at least three (3) days advance notice of the meeting.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be determined from time to time by the President of the Association or by a majority of its Board of Directors. Notice of regular meetings of the Board of Directors shall be given each Director personally or by mail, telephone or electronic means at least three days prior to the time of such meeting. If regular meetings are to be held at a specific time, location and fixed day or days during the year, a single notice, stating that information, is sufficient and periodic notices are not required. A schedule of regular meetings of the Board for the year shall be provided to the Members. If notices of individual regular meetings are to be provided to Board members, a copy of each notice shall be posted on the Bulletin Board at least three (3) days prior to the meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President or the Secretary or by a majority of the Board upon 48 hours' written notice to each Director given personally, by mail, or electronic means which

notice shall state the location, time and place of the meeting and the purposes thereof. A copy of the notice shall be posted on the Bulletin Board. If any member has requested, in writing, notification of any special meeting of the Board, such Member shall be given the same notice as is provided for a Director.

Section 8. Waiver of Notice. Before or at any meeting of the Board, any Director or any Member who has made a written request for notice, may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Nothing herein shall excuse the posting of notice of the meeting on the Bulletin Board. Attendance by a Director or any member who has made a written request for notice, at any meeting of the Board shall be a waiver of notice by him of the time and place thereof, unless such Director or member appears for the sole purpose of objecting to the lack of insufficiency of the notice and raises such objection before the transaction of any business.

(This harmonizes the existing section with the notice requirements for special meetings – in Section 7 above.)

Section 9. Unanimous Consent. Any action required or permitted to be taken at a regular or special meeting of the Board of Directors may be taken without a meeting, if a consent in writing setting forth the action so taken, shall be signed by all of the Directors. Such consent shall have the same force and effect as a unanimous vote of the Directors. Except as provided above, no action shall be taken by the Board except at a regular or special meeting. Within forty-eight (48) hours after taking action by unanimous consent the Board shall furnish a copy of the writing setting forth the action taken and the signatures of the Directors to all of the Members.

Section 10. Quorum. A majority of the Board of Directors then in office shall constitute a quorum for the transaction of any business of the Board, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If a Director is unable to personally attend a Board meeting, he or she may vote by proxy on any matter that has been fully discussed at a prior meeting, provided that the proxy shall direct the holder thereof on how to cast each vote on the matters subject to the proxy. A proxy may not be counted in determining whether a quorum of Directors is present. Except as stated above, proxy voting by Directors is not allowed. If a quorum is not present at any meeting of the Board of Directors a majority of those present may adjourn the meeting to a later date, which shall not be more than ten days from the date of the original meeting. At any adjourned (subsequent) meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice. Notice of the date, time and place of the adjourned meeting shall be given to any absent Board members and posted on the Bulletin Board.

Section 11. Duties and Obligations. The Board of Directors shall perform the duties, carry out the obligations and manage the affairs of the Association, pursuant to and in accordance with the Declaration, Articles, By-laws, Rules and controlling law.

The Board may exercise for the Association all powers, duties and authority vested in or delegated to the Association and not specifically set forth below or reserved to the membership by other provisions of the By-Laws, Articles of Incorporation, Declaration or controlling law. The Board shall keep complete records of all its acts and corporate affairs, and shall present a statement thereof to the Members at the annual meeting of the Members or at any special meeting when requested by at least 20% of all voting Members. The Board may employ and remove personnel necessary for the operation, maintenance, repair and replacement of the Lots and Common Areas. The Board shall also supervise all officers, agents and employees of the Association and see that their duties are properly performed. The Board shall cause the Association to perform all duties incumbent upon it. The Board and each member of the Board and each officer or other person appointed or elected by the Board shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director or other person reasonably believes to be in the best interests of the Association.

Section 12. Reserved Powers. Notwithstanding the broad powers and duties otherwise granted to the Board, the Officers and/or Board appointees, they shall not have the power, nor shall they, or any of them undertake any of the following actions:

1. Amend the Declaration.
2. Amend the By-laws.
3. Sell all or any part of the common area.
4. Mortgage, pledge or otherwise encumber the common area.
5. Make any distribution of Association assets to Members, except as permitted by controlling law or the Declaration.
6. Authorize any committee or person to take action, unless such action shall first have been approved by a majority of the Board.

Nothing in this section shall prevent the Board or any Officer or Board Appointee or Committee from formulating, recommending and presenting proposals for the actions described in paragraphs 1-5 to the members for consideration and action.

Section 13. Manager. The Board of Directors may employ the services of a Manager, and may delegate to such Manager any of the duties, powers or authority of the Board, but notwithstanding such delegation, the Board shall not be relieved of its responsibilities under controlling law or the Association Documents. Except for routine maintenance and repairs and except for routine collection of assessments and record keeping in the usual course of business, any action to be taken by the Manager which may affect the affairs of any Member shall first be approved by the Board.

Section 14. Rules. The Board of Directors may adopt or amend Rules, and Regulations and Policies governing the Common Areas and operations of the Association at any time by majority vote of the Directors present at any meeting of Directors. The Board shall adopt Rules, Regulations or Policies required by Controlling Law. Within a reasonable time after adoption of these Amended and Restated By-laws the Board shall prepare a comprehensive document setting forth all properly adopted Rules, Regulations

or Policies and furnish a copy to each Member. The compilation of Rules, Regulations and Policies shall be updated at least bi-annually.

Section 15. Indemnification. The Manager, employees of the Association, and each Director and Officer of the Association, may be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved, by reason of being or having acted as such upon behalf of the Association, if the person's conduct was in good faith and the other requirements of Section 7-129-102 (1) of the Nonprofit Act are met. The Association shall indemnify such person as required by Section 7-129-103 of the Nonprofit Act. The indemnification provided for herein shall only be to the extent the person's costs and expenses are not otherwise covered by insurance. No insurer shall be subrogated to the indemnification provided for herein. In the event any indemnification payments are made in advance, and the person to whom the advancement is made recovers such costs and expenses from an adverse party, the amounts so advanced by the Association shall be repaid. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

Section 16. Removal from Board. At any annual or special meeting of the Members, duly called, any one or more of the Directors may be removed, with or without cause, by a majority vote of the Members, present in person or by proxy and a successor may then and there be elected to fill the vacancy thus created. If removal is proposed at an annual meeting, notice that such action may be taken shall be given at the same time as, or incorporated in the required notice of the annual meeting.

Section 17. Committees. The Board may appoint committees of the Board or of the Association for any purpose deemed beneficial to the operations and management of the Board or the Association. The committees shall have such authority as may be delegated by the Board, provided, however, that no committee shall take any action which is binding on the Members or the Association without a majority vote of the Board authorizing such action. If possible, committees shall be comprised of more than one person.

ARTICLE V

Officers

Section 1. Designation. The principal officers of the Association shall be a President (who shall be chosen from among the Board of Directors), Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. A Vice President may also be elected at the discretion of the Directors. The officers of the Association may be combined, except that the President and Secretary shall not be the same person. Other officers may be appointed or elected by the Board of Directors from time to time.

Section 2. Election of Officers. The officers shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed as an Officer either with or without cause, and the successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Board of Directors and Members. He shall with the assistance of the Manager or other Appointees see that orders and resolutions of the Board are carried out; shall sign all contracts, Declaration or By-law amendments and other written instruments duly authorized by the Board or the Members.

Section 5. Vice President. The Vice President, if elected, shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

Section 6. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as authorized or required by the Board, and controlling law. The Secretary shall be the legal custodian of all Association records, provided, however, that such records may be stored and made available for examination and copying at alternate locations, such as the office of the Managing Agent. Nothing herein shall preclude the storage and maintenance of records electronically, provided that such records are available for reproduction as required.

One or more Assistant Secretaries may be appointed by the Board to assist with the secretary's duties or to act in place of the Secretary in the event of his or her absence, incapacity or unwillingness to act.

Section 7. Treasurer. The Treasurer shall be the Chief Financial Officer of the Association, receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and financial documents of the Association; keep proper books of account; cause annual financial statements of the Association to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members. The Treasurer shall perform such other duties as are usually incident to such position or as specified by the Board. The Board may appoint one or more Assistant Treasurers to assist in the performance of the Treasurer's duties or to act in the even of his or her absence, incapacity or unwillingness

to act. The Managing Agent may perform the duties of the Treasurer provided that performance by the Managing Agent or Assistant Treasurer of such duties shall not relieve the Treasurer of responsibilities as a matter of law.

Section 8. Bonds. If reasonably available, the Board shall obtain fidelity bonds or Officers and Directors liability insurance to cover the acts of Officers and Directors, or other persons acting for and on behalf of the Association with regard to financial or other business activities.

ARTICLE VI

Books and Records – Inspection

Section 1. Books and Records. The Board shall cause to be maintained at the principal office of the Association or such other reasonably accessible location, including but not limited to electronic storage, complete books of account, records and financial statements of the affairs of the Association together with current copies of the Declaration, Articles, Bylaws and Rules, and adopted Policies of the Association, along with any other business or operational records required to be maintained by controlling law.

Section 2. Inspection and Copying. The Books and Records generally described in Section 1, above, shall be open to inspection and if for a legitimate purpose, copying, upon the request of any Member or other person entitled by law to inspect and/or copy such records at reasonable business hours upon reasonable advance notice made to the Manager or Board. Such inspection may be made in person, or by agent or attorney, and the right of inspection includes the right to make extracts or copies. All of the foregoing shall be at the expense of the inspecting party, provided however that the charges for copying shall not exceed the actual costs per page. Upon written request any Member or holder of a security interest or its designee shall be furnished a statement of the Member's account setting forth the amount of unpaid assessments or other charges owing by such member within fourteen (14) calendar days after receipt of request.

This section is a general statement in compliance with Section 317 and 316 (8) of CCIOA. The provisions of those statutory sections shall be deemed incorporated herein and shall be controlling as to the precise methods for examination and copying of records and providing assessment status information as required.

Section 3. Budget. The Board shall hold a meeting before the end of each fiscal year of the Association at which it shall adopt a budget for the next fiscal year. The budget so adopted may be used as a basis for the annual assessments of Owners authorized by Section 17 of the Declaration.

Section 4. Audits and Reviews. The books and records of the Association shall be subject to an audit, using generally accepted account principles or review, using statements on standards for accounting and review services at least once every two years. The audit or review shall be made as specified in Section 303 (4)(h) of CCIOA. A copy

of any review or audit shall be made available to any Member, on request, beginning no later than thirty (30) days after its completion.

ARTICLE VII

Obligations of the Owners

Section 1. Assessments. Each Owner shall pay the share of assessments imposed by the Association to meet the Common Expenses described in the Declaration. Each assessment shall be allocated among the Owners as set out in the Declaration. If a Lot is owned by two or more owners, each of such co-owners shall be jointly and severally liable for the portion of the assessment attributable to such Lot. Assessments shall be made monthly and shall be due and payable on the date specified in the assessment notice. All unpaid assessments shall bear interest as provided in the Declaration and shall be secured by a lien on the Lot owned by the defaulting Owner, in accordance with the provisions of the Declaration and controlling law.

Section 2. Maintenance and Repair.

- (a) Every Owner shall perform or cause to be performed at his own expense all maintenance and repair work within his own Home necessary to maintain the Home in a good and habitable state of repair.
- (b) All repairs of internal installations in a Home such as water, light, gas, power, sewage, telephones, air conditions, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures belonging to a Home shall be at the owner's expense.
- (c) Other maintenance and repair obligations of an owner as specified in the Declaration are incorporated herein by reference.

Section 3. Compliance with Declaration, Articles, By-Laws and Rules. Each Owner shall comply with all of the provision of the Declaration, the Articles and By-Laws of the Association and any Rules, Regulations and Policies issued by the Board of Directors. If an owner fails to so comply, the Association shall have the power, during the period of such delinquency, (a) to suspend a delinquent Owner's right to use Common Areas designed for the recreational purposes, (b) impose fines (c) to suspend an Owner's voting privileges (d) or take any other action authorized by controlling law or Declaration to enforce compliance. No action may be taken by the Association with regard to enforcement of an Owner's obligations, unless and until the Board adopts and publishes to each affected owner appropriate Rules, Regulations, or Policies describing the action which may be taken and the right to notice and any hearing prior to the taking of enforcement action as specified in Section 209.5 of CCIOA

ARTICLE VIII

Evidence of Ownership, Registration of Mailing Address and Lien Holders

Section 1. Proof of Ownership. Any person, upon becoming an Owner, shall furnish the Association with an address for the mailing of all communications. If the Owner is more than one person, or a corporation, partnership or other entity, the Owner shall furnish the address to which such Owner desires Notices delivered. In the event an Owner fails to deliver such address, it shall be conclusively presumed that such Owner's mailing address is at the Owner's unit at Highline Club. In addition, any such Owner who is not the initial purchaser of the Lot from the Declarant shall deliver to the Association as soon as practicable after recording, a photocopy or certified copy of the recorded instrument vesting that person with title. Such copy shall remain in the files of the Association. Each Owner shall also furnish the Association the name and address of the holder of any First Mortgage or Deed of Trust on a unit. If a new owner fails or refuses to provide a copy of such recorded instrument or the Mortgagees name and address, the Association may obtain such information and charge any expense incurred to the Owner's account as an extraordinary assessment. The Association may issue membership certificates to its Members; however, such certificates shall not be deemed to be shares of stock in the Association.

Section 2. Liens. The Board of Directors, when giving notice to an Owner of default in paying an assessment or other default, shall send a copy of such notice to each First Mortgagee who has previously requested such notices in writing.

Section 3. Address of the Association. The address of the Association shall be as specified in Article III, Section 4, above. Such address may be changed from time to time upon written notice to all Members and all First Mortgagees who request such notice.

ARTICLE IX

Seal.

The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the State of incorporation and the work, "Seal."

ARTICLE X

Amendments.

Section 1. By-Laws. These By-Laws may be amended and/or revised by the Members (and the first Mortgagees as provided in the Declaration) at any regular meeting

or at any special meeting called for such purpose. The notice of any meeting to amend or revise the By-Laws shall specify such purpose and include, as an attachment, a copy of the proposed amendment or revision, and notice of any meeting wherein a material amendment to the By-Laws is contemplated shall be sent by the Secretary of the Association to all First Mortgagees requesting the same in writing. No By-Law shall be amended or revised and no supplemental By-Laws shall be added hereto which shall be in conflict with the controlling law, the Declaration, or the Articles. Nothing herein shall preclude the By-laws from specifying action or conduct which deviates from a statute where the statute expressly permits the By-laws to control.

Section 2. Articles of Incorporation. The Articles may be amended as provided in Article VIII of that document. The provision for Member adoption of amendments shall be deemed to apply to substantive changes in said Articles and the Board shall have the power, by majority vote, without approval of the Members to make routine, non-substantive changes such as:

1. Changes in the Registered Agent.
2. Changes in the registered address of the Association.
3. Any other routine changes which would not affect the Right, Duties, Powers or Obligations of the Board, the Association or the Members.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 1. Harmonious Interpretation. These Amended and Restated By-laws shall be interpreted in a manner consistent with the intent that they are authorized by and harmonious with controlling law and the Declaration and Articles.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year, beginning January 1 and ending December 31. Unless otherwise mandated for accounting or tax reasons the fiscal year shall not be changed without a majority vote of the Members.

Section 3. Minutes. Minutes or other written records shall be kept of all meetings or other action of Members or the Board. A copy of the minutes of the last prior Annual Meeting shall be mailed or delivered by e-mail to the Members with the Notice of the Annual Meeting of the Association. Copies of the Minutes or Record of Action at any other meeting may be delivered by the Board to Members electronically, provided, however that if the Board elects to deliver such material electronically by e-mail or fax a copy shall be mailed to any owner who has not furnished an e-mail address or a facsimile number.

The Board shall deliver a copy of minutes or record of action to any member who has requested a copy in writing.

Section 4. Severability. If any section of these Amended and Restated By-laws, or any part of a section, is determined by a court of competent jurisdiction to be unlawful or unenforceable, such decision shall not adversely affect the enforceability of any other

section or partial section, unless the court specifically so rules in its order. All parts of these By-laws shall be deemed severable unless a court of competent jurisdiction rules otherwise.

Section 5. Execution of Documents. Except as expressly provided elsewhere in these By-laws, contracts or other instruments affecting the operation of the Association shall be signed by a duly elected officer of the Association, provided, however, that the Board in its contract with a Managing Agent, may authorize such agent or its designated employee, to sign on behalf of the Association. Nothing herein shall relieve the Board of its duties regarding oversight of the Managing Agent.

Section 6. Incorporation of Controlling Law. To the extent that a section of any controlling statute is made mandatory upon the Association, and to the extent that such mandatory section is covered by these By-laws or not permissibly modified, such mandatory statutory provisions shall be deemed incorporated herein by reference and the Members, the Board and Managing Agent shall comply therewith.

The undersigned as President of the Highline Club Owners Association, hereby affirms that the foregoing Amended and Restated By-laws were approved and adopted by a vote of more than sixty-seven (67%) of the Members of the Association pursuant to written ballot.

Dated 1.23.08



President