

BYLAWS
OF
WIND STREAM CONDOMINIUM ASSOCIATION, INC.

Table of Contents

	<u>Page</u>
<u>ARTICLE I - NAME AND LOCATION</u>	1
<u>ARTICLE II - DEFINITIONS</u>	
Section 1 Declaration	1
Section 2 Declarant	1
Section 3 Member	1
Section 4 Articles of Incorporation	1
Section 5 Association	2
Section 6 Board of Directors	2
Section 7 Property	2
Section 8 Individual Air Space Unit	2
Section 9 Condominium Unit	2
Section 10 Condominium Building	3
Section 11 Other Building	3
Section 12 Common Elements	3
Section 13 General Common Elements	4
Section 14 Limited Common Elements	4
Section 15 Owner	5
Section 16 First Mortgage	5
Section 17 First Mortgagee	6
Section 18 Project	6
Section 19 Condominium Map	6
<u>ARTICLE III - MEETINGS OF MEMBERS</u>	6
Section 1 Voting Rights	6
Section 2 Annual Meetings	7
Section 3 Special Meetings	8
Section 4 Notice of Meetings	8
Section 5 Quorum	8
Section 6 Proxies	8
Section 7 First Mortgagees	9
<u>ARTICLE IV - RIGHTS OF ASSOCIATION</u>	9
Section 1 Implied Rights	9
Section 2 Restriction of Rights	9
<u>ARTICLE V - BOARD OF DIRECTORS - SELECTION - TERM OF OFFICE</u>	9
Section 1 Number	9
Section 2 Term of Office	9
Section 3 Removal	10

Section 4	Compensation	10
Section 5	Action Taken Without Meeting	10
<u>ARTICLE VI - NOMINATION AND ELECTION OF DIRECTORS</u>		10
Section 1	Nomination	10
Section 2	Election	11
<u>ARTICLE VII - MEETINGS OF DIRECTORS</u>		11
Section 1	Regular Meeting	11
Section 2	Special Meeting	11
Section 3	Quorum	11
<u>ARTICLE VIII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS</u>		12
Section 1	Powers	12
Section 2	Duties	13
<u>ARTICLE IX - OFFICERS AND THEIR DUTIES</u>		14
Section 1	Enumeration of Officers	14
Section 2	Election	14
Section 3	Term	14
Section 4	Special Appointments	15
Section 5	Resignation and Removal	15
Section 6	Vacancies	15
Section 7	Multiple Offices	15
Section 8	Duties	15
<u>ARTICLE X - COMMITTEES</u>		16
<u>ARTICLE XI - BOOKS AND RECORDS</u>		17
<u>ARTICLE XII - ASSESSMENTS</u>		17
<u>ARTICLE XIII - CORPORATE SEAL</u>		18
<u>ARTICLE XIV - AMENDMENTS</u>		18
<u>ARTICLE XV- INDEMNIFICATION OF DIRECTORS AND OFFICERS</u>		18
<u>ARTICLE XVI - MISCELLANEOUS</u>		19
Section 1	Fiscal Year	19
Section 2	Conflict of Documents	19
<u>EXHIBITS</u>		
A - Phase I - Legal Description		
B - Initial Undivided Interests		

BYLAWS
OF
WIND STREAM CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is WIND STREAM CONDOMINIUM ASSOCIATION, INC., a nonprofit corporation organized under the Colorado Nonprofit Corporation Act, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 3015 South Parker Road, Aurora, Colorado, but meetings of Members and directors may be held at such places within the State of Colorado as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Declaration" shall mean and refer to that certain Condominium Declaration for Wind Stream Condominiums, recorded or to be recorded in the records of the office of the Clerk and Recorder of the County of Arapahoe, Colorado, as the same may hereafter be amended from time to time.

Section 2. "Declarant" shall mean and refer to Beaumont Properties, Inc., its successors and assigns, if such successors and assigns acquire one or more portions of the Property from the Declarant for the purpose of constructing Condominium Buildings thereon.

Section 3. "Member" shall mean and refer to each Owner of a Condominium Unit that is subject to assessment under the Declaration; membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Condominium Unit.

Section 4. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, filed or to be filed in the office of the Secretary of State of the State of Colorado, as the same may hereafter be amended from time to time.

Section 5. "Association" shall mean and refer to Wind Stream Condominium Association, Inc., a Colorado non-profit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its elected officers.

Section 6. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 7. "Property" shall mean and refer to the property described on Exhibit A attached hereto, together with any property which is hereafter annexed to the Declaration pursuant to the provisions of Article XVII thereof.

Section 8. "Individual Air Space Unit" shall mean and refer to the air space contained within the enclosed rooms occupying part of a floor or floors in a Condominium Building and bounded by the unfinished interior surfaces of the perimeter walls (or the adjoining walls, if two or more Individual Air Space Units adjoin each other), unfinished interior surfaces of floors (or lowermost floors, if it is an Individual Air Space Unit containing more than one level), unfinished interior surfaces of ceilings (or the uppermost ceilings, if it is an Individual Air Space Unit containing more than one level), windows and window frames, door and door frames of a Condominium Building, and separately identified on the Condominium Map. Said Individual Air Space Unit is to be used for residential purposes and shall have access to a public street.

Section 9. "Condominium Unit" shall mean and refer to the fee simple interest in and to an Individual Air Space Unit, together with all fixtures and improvements therein contained, and together with the undivided interest in the Common Elements appurtenant to the Individual Air Space Unit as shown in Exhibit B attached hereto and incorporated herein by this reference, which undivided interest is subject to being modified by annexations to the Declaration pursuant to the provisions of Article XVII thereof.

Section 10. "Condominium Building" shall mean and refer to any building (including all fixtures and improvements therein contained) located on the Property and within which one or more Individual Air Space Units are located.

Section 11. "Other Building" shall mean and refer to any building or other similar structure (including all fixtures and improvements therein contained) located on the Property, but excluding any Condominium Building.

Section 12. "Common Elements" shall mean and refer to the totality of:

- (a) The Property; and
- (b) The Other Buildings; and
- (c) The Condominium Buildings (including, but not by way of limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, chimneys, fireplaces, roofs, patios, balconies, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances and exits, and the mechanical installations of the Condominium Buildings consisting of the equipment and materials making up any central services such as power, light, gas, hot and cold water, heating, refrigeration, central air conditioning and incinerating which exist for common uses, including the pipes, vents, ducts, flues, chutes, conduits, wires and other similar utility installations used in connection therewith), except for the Individual Air Space Units; and
- (d) Any yards, sidewalks, walkways, paths, bicycle paths, grass, shrubbery, trees, driveways, private streets, parking areas, including without limitation parking garages, landscaping, gardens, and recreational areas and facilities, if any, located on the Property; and
- (e) The tanks, pumps, motors, fans, compressors, ducts and, in general, all apparatus, installations and equipment of the Condominium Buildings existing for common use of the Owners; and

(f) In general, all other parts of the Project existing for the common uses of the Owners, and all other parts of the Project necessary or convenient to its existence, maintenance or safety, or normally in common use.

Section 13. "General Common Elements" shall mean and refer to all of the Common Elements, except for the Limited Common Elements.

Section 14. "Limited Common Elements" shall mean and refer to those parts of the Common Elements which are either limited to and reserved for the exclusive use of the Owner or Owners of a particular Condominium Unit or are limited to and reserved for the common use of the Owners of more than one, but fewer than all, of the Condominium Units. Without limiting the foregoing, the Limited Common Elements shall include the balcony or patio and the fireplace and flue adjacent to an Individual Air Space Unit, any utility closet or utility room which may be designated on any Condominium Map for use as a Limited Common Element by a specific Condominium Unit, any automobile parking space which may be designated on any Condominium Map for use as a Limited Common Element by a specific Condominium Unit, and the utility, heating, air conditioning and domestic hot water equipment contained within such Individual Air Space Unit and/or contained within the aforesaid utility closet or utility room. The balcony or patio and the fireplace which is accessible from, associated with, and which adjoins a particular Individual Air Space Unit, any automobile parking space which may be so designated on the Condominium Map, as aforesaid, and the utility, heating, air conditioning and domestic hot water equipment associated therewith shall, without further reference thereto, be used in connection with such Individual Air Space Unit to the exclusion of the use thereof by the other Owners, except by invitation. No reference thereto need be made in any instrument of conveyance, encumbrance or other instrument.

Section 15. "Owner" shall mean and refer to any record owner (including Declarant and including a contract seller), whether one or more persons or entities, of a fee simple title interest to any Condominium Unit; but excluding, however, any such record owner having such an interest therein merely as security for the performance of an obligation (unless such person has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof). When a person who is an Owner conveys or otherwise assigns of record his fee simple title interest to a Condominium Unit, then, retroactive to the date of such conveyance or assignment, such person shall thereafter cease to be an Owner; provided, however, that the foregoing shall not in any way extinguish or otherwise void any unsatisfied obligation of such person which existed or arose at the time of such conveyance or assignment, specifically including, without limiting the generality of the foregoing, any unsatisfied obligation to pay Association assessments, fees and charges.

Section 16. "First Mortgage" shall mean and refer to any unpaid and outstanding mortgage, deed of trust or other security instrument recorded in the records of the office of the Clerk and Recorder of the County of Arapahoe, Colorado, having priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments). "First Mortgage" shall also mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, an officer of the United States of America, is the original seller, whether such contract is recorded or not and whether such contract is owned by the said Administrator or has been assigned by the said Administrator and is owned by the Administrator's assignee, or a remote assignee, and the land records in the office of the Clerk and Recorder of the County of Arapahoe, Colora-

do show the said Administrator as having the record title to the Condominium Unit.

Section 17. "First Mortgagee" shall mean and refer to any person named as a mortgagee or beneficiary under any First Mortgage (including the Administrator of Veterans Affairs, an officer of the United States of America, or his assigns under any executory land sales contract wherein the said Administrator is identified as seller, whether such contract is recorded or not, and the land records in the office of the Clerk and Recorder of the County of Arapahoe, Colorado show the said Administrator as having the record title to the Condominium Unit), or any successor to the interest of any such person under such First Mortgage.

Section 18. "Project" shall mean and refer to the totality of all the Property, Condominium Buildings, Other Buildings, Condominium Units and Common Elements.

Section 19. "Condominium Map" shall mean and refer to the Condominium Map for Wind Stream Condominiums, recorded or to be recorded in the records of the office of the Clerk and Recorder of the County of Arapahoe, Colorado. More than one Condominium Map or supplements thereto may be recorded; and, without limiting the generality of the foregoing, separate Condominium Maps may be recorded for each Condominium Building and/or for each annexation to the Declaration pursuant to the provisions of Article XVII thereof. If more than one condominium map or supplements thereto are recorded, then the term "Condominium Map" shall collectively mean and refer to all of such condominium maps and supplements thereto.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Condominium Unit owned. When more than one person holds an interest in the same Condominium Unit all such Owners shall be members and the vote for such Condominium Unit shall be cast as the Owners thereof agree, but in no event shall more than one vote per question be cast with respect to such Condominium Unit. If the Owners of such Condominium Unit do not agree as to the manner in which their vote should be cast when called upon to vote, then they shall be treated as having abstained.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Condominium Unit owned which is neither leased, nor rented, nor otherwise occupied as a residence. Leasing, renting, or allowing entry for residential occupancy shall terminate the Declarant's weighted voting advantage in relation to any Condominium Unit so leased, rented, or occupied as a residence, and shall limit Declarant in relation to any such Condominium Unit to the same voting rights as a Class A member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1989.

Section 2. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in the same month of each year as the month in which the first annual meeting was held, the specific date and time thereof to be designated by the Board of Directors from time to time.

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

Section 4. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented. Unless otherwise specifically provided by the Declaration, the Articles of Incorporation, these Bylaws or by statute, all matters coming before a meeting of Members at which a proper quorum is in attendance, in person and/or by proxy, shall be decided by the vote of a majority of the votes validly cast at such meeting.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revoc-

able and shall automatically cease upon conveyance by the Member of his Condominium Unit.

Section 7. First Mortgagees. Each First Mortgagee of a Condominium Unit shall have the right to designate a representative to attend each meeting of Members.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 1. Implied Rights. This Association may exercise any and all rights or privileges given to it under the Declaration, the Articles of Incorporation or these Bylaws, or as may otherwise be given to it by law, and every other right or privilege reasonably to be implied therefrom or reasonably necessary to effectuate any such right or privilege.

Section 2. Restriction of Rights. Notwithstanding the provisions of Section 1 of this Article, the Association shall not be empowered to do any of the matters itemized in Article XVIII of the Declaration, unless it shall obtain the prior written approval of the required percentage of First Mortgagees of Condominium Units, as provided therein.

ARTICLE V

BOARD OF DIRECTORS - SELECTION - TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of ~~Five~~ ^{SEVEN} (7) directors. Directors shall be Members which, in the case of Declarant, shall include the officers, directors and employees of Declarant, and in the case of other corporate Members shall include the officers and directors of each such corporate Member.

Section 2. Term of Office. At the first annual meeting of the Association, the Members shall elect two directors for terms of one year, two directors for terms of two years, and one director for a term of three years, and at each annual meeting thereafter the

Members shall elect the same number of directors as there are directors whose terms are expiring at the time of each election, for terms of two years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of each class of Members, provided that, so long as there is a Class B membership, Declarant may remove, and appoint the successor of, any director who is serving in such capacity as a result of his affiliation with the Declarant. In the event of death, resignation or removal of a director, except removal by the Declarant, as aforesaid, his successors shall be selected by the remaining member(s) of the Board, whether or not such remaining member(s) constitute a quorum, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to

serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

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

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt, amend, publish and repeal rules and regulations governing the use of the Common Elements and facilities thereon and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and the right to use recreational facilities, if any, of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended for a period not to exceed sixty (60) days, for infraction of published rules and regulations of the Association;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) regular meetings of the Board of Directors during any one year period;

(e) employ the services of a manager or managing agent, or both, and such independent contractors or other employees as they deem necessary, and delegate any of their duties to such persons; provided, however, when so delegated, the Board of Directors shall not be relieved of its responsibilities under the Declaration, the Articles of Incorporation or these Bylaws; and

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

Section 2. Duties. It shall be the duty of the Board of Directors to see that all of the duties and obligations of the Association as set forth in the Declaration are performed as required therein, including without limitation, the duty to:

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

(b) supervise all officers, agents, and employees of this Association, and see that their duties are properly performed;

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

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

(2) send written notice of each annual assessment to every Owner subject thereto at least thirty (30) days in advance of the commencement of each annual assessment period if there is any change in the amount of the annual assessment;

(3) foreclose the lien against any Condominium Unit for which any assessment or any portion thereof is not paid within ninety (90) days after the due date, or bring an action at law against the Owner personally obligated to pay the same;

(d) cause the Common Elements to be maintained;

(e) issue, or cause an appropriate officer or designated agent to issue, upon written demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge, but in no event less than Twenty-Five Dollars (\$25.00), may be made by the Board of Directors for the issuance of these certificates. Upon the issuance of such a certificate signed by a member of the Board of Directors or by an officer of the

Vice-President

(b) The vice-president 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 of the vice-president by the Board of Directors.

Secretary

(c) The secretary or a designated agent shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board of Directors and of the Members; shall keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board of Directors.

Treasurer

(d) The treasurer or a designated agent shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign or authorize a designated agent to sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual compilation report of the Association books to be made by a Certified Public Accountant at the completion of each fiscal year or, at the option of the Board of Directors, an annual review or audited financial statement may be required; 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.

ARTICLE X

COMMITTEES

The Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors may

appoint other committees which it deems appropriate in carrying out its purposes.

ARTICLE XI

BOOKS AND RECORDS

The Association shall keep detailed, accurate and complete books and records of its receipts and expenditures (including receipts and expenditures affecting the Common Elements), shall keep minutes of the proceedings of the Board of Directors and Members, and shall keep at its registered or principal office in Colorado, a record of the names and addresses of the Members entitled to vote. Upon ten (10) days' notice to the manager or managing agent, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. Current copies of the Declaration, Articles of Incorporation and Bylaws of the Association, rules and regulations governing the Association, and other books, records and financial statements of the Association, shall be made available to Owners, First Mortgagees of Condominium Units and insurers or guarantors of any such First Mortgage. Current copies of the Declaration, Articles of Incorporation, Bylaws, rules and regulations, and the latest financial statement of the Association shall be available for examination by prospective purchasers of Condominium Units. The word "available," as used herein, shall at least mean available for inspection, upon request, during normal weekday business hours or under other reasonable circumstances.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid

when due shall be delinquent. If an assessment or any portion thereof is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum and the Association may assess a monthly late charge thereon. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Condominium Unit, and interest, late charges, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Condominium Unit.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form and within its circumference the words: WIND STREAM, CONDOMINIUM ASSOCIATION, INC.

ARTICLE XIV

AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, provided that the Federal Housing Administration of the U.S. Department of Housing and Urban Development or the Veterans Administration shall have the right to veto any alteration, amendment, repeal or new Bylaws while there is a Class B membership.

ARTICLE XV

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every director and officer, and his or her heirs, executors and administrators,

against all loss, costs and expense, including without limitation attorneys' fees, reasonably incurred in connection with any action, suit, or proceeding to which such person may be made a party by reason of being or having been a director or officer of the Association, except for matters in which such person shall be finally adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct; provided, however, that such indemnity shall be limited to and may only be paid out of the insurance proceeds provided to the Association by any policy of officers and directors liability insurance. In the event of a settlement, the settlement shall be approved by the insurance carrier and paid for by the insurance carrier out of the insurance proceeds. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. The cost of such officers and directors liability insurance shall be treated and handled by the Association as a common expense. Nothing contained in this Article shall, however, be deemed to obligate the Association to indemnify any Member or Owner who is or has been a director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred as a Member or Owner under or by virtue of the Declaration.

ARTICLE XVI

MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of February and end on the 31st day of January every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Conflict of Documents. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in case of

any conflict between the Articles of Incorporation and the Declaration, the Declaration shall control.

IN WITNESS WHEREOF, we the undersigned, being all of the directors of WIND STREAM CONDOMINIUM ASSOCIATION, INC., have hereunto set our hands this 5th day of February, 1982.

DIRECTORS:

[Signature]

Frank B. Rubin

Mary Ellen Murray

I, the undersigned, do hereby certify: THAT I am the duly elected and acting secretary of WIND STREAM CONDOMINIUM ASSOCIATION, INC., a Colorado nonprofit corporation, and

THAT the foregoing Bylaws constitute the Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 8th day of February, 1982, and that as of the date hereinafter subscribed, said Bylaws are in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 8th day of February, 1982.

[Signature]
Secretary

[SEAL]

EXHIBIT A
TO
BYLAWS
OF
WIND STREAM CONDOMINIUM ASSOCIATION, INC.

PHASE I:

A part of Lot 1, Block 1, COTTONWOOD HOLLOWS, being in the NE-1/4, SW-1/4 Section 27, Township 4 South, Range 67 West of the 6th P.M., County of Arapahoe, State of Colorado, being more particularly described as follows:

Commencing at the Northeast corner of Lot 1, Block 1, COTTONWOOD HOLLOWS, as filed in Arapahoe County records in Book 39 at Page 35; thence S 90°00'00"W (on an assumed basis of bearings), along the North line of said Lot 1, Block 1, a distance of 122.00 feet to the TRUE POINT OF BEGINNING; thence continuing S 90°00'00"W, along said North line, a distance of 113.50 feet; thence S 0°08'51"W, parallel with the East line of said Lot 1, Block 1, a distance of 43.79 feet; thence S 16°23'19"W a distance of 176.93 feet; thence S 0°08'51"W a distance of 81.12 feet; thence S 74°25'47"E, a distance of 159.09 feet; thence N 0°08'51"E, parallel with the East line of said Lot 1, Block 1, a distance of 340.03 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B
TO
BYLAWS
OF
WIND STREAM CONDOMINIUM ASSOCIATION, INC.

<u>Condominium Unit No.</u>	<u>Condominium Building</u>	<u>Undivided Interest in Common Elements Appurtenant to the Condominium Unit *</u>
041	4	1/16
042	4	1/16
043	4	1/16
044	4	1/16
045	4	1/16
046	4	1/16
047	4	1/16
048	4	1/16
051	5	1/16
052	5	1/16
053	5	1/16
054	5	1/16
055	5	1/16
056	5	1/16
057	5	1/16
058	5	1/16

* The undivided interest in Common Elements appurtenant to each Condominium Unit is subject to being modified by annexation to the Declaration pursuant to the provisions of Article XVII thereof.