BYLAWS
OF
PENROSE PLAZA PLANNED COMMUNITY

The name of the corporation shall be PENROSE PLAZA PLANNED COMMUNITY, a Colorado nonprofit corporation (the "Association").

ARTICLE 1
PURPOSES, ASSENT OF MEMBERS, AND DEFINITIONS

Section 1.1 Purposes. The specific purposes for which the Association is formed are (i) to provide for the maintenance, preservation, use and control of the condominium project (the "Project"), located on that certain real property situated in the City of Glenwood Springs, County of Garfield, State of Colorado, as more fully described in Exhibit A attached hereto and incorporated by reference; (ii) to serve the legitimate interests of the Owners of each of the Units; and (iii) to promote the general health, safety and welfare of the Owners, residents, and occupants of the Project.

Section 1.2 Assent. All present or future Owners, tenants, future tenants, or any other persons using the facilities of the Project in any manner are subject to these Bylaws and any rules adopted by the Board of Directors Board pursuant to these Bylaws. The mere acquisition or rental of any of the Units of the Project or the mere act of occupancy of any of those Units shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said rules.

Section 1.3 Definitions. Unless otherwise specified, capitalized terms used in these Bylaws shall have the same meanings in these Bylaws as such terms have in the Declaration.

ARTICLE 2
MEMBERSHIP

Section 2.1 Membership. Ownership of a Unit is required in order to qualify for membership in the Association.

Section 2.2 Representation on Board of Directors. If title to a Unit is held by a firm, corporation, partnership, limited liability company, association, or other legal entity or any combination thereof, or if any entity shall have title to more than one (1) Unit, then that entity may appoint, by a writing furnished to the Association, a delegate to represent each such Unit as a candidate for, and if elected, as a member of, the Board of Directors (the "Board").

Section 2.3 Responsibilities of Members. Any person on becoming an Owner of a Unit, shall automatically become a member of the Association and be subject to these Bylaws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Unit, but such termination shall not relieve or release any such former Owner from any liability or obligation incurred under, or in any way connected with, the Association during the period of such ownership, or impair any rights or remedies which the Board of the Association or others may have against such former Owner arising out of ownership of the Unit and membership in the Association and the covenants and obligations incident thereto.

Section 2.4 Membership. The Association shall have one (1) class of voting membership consisting of all Members.

Section 2.5 Voting Rights. Voting of Owners is as described in 4.4 of the Declaration. All members of the Association shall be entitled to vote on all matters affecting the Project which are required by the Declaration or the Act to be submitted to the vote of the Members.

ARTICLE 3
MEETINGS OF MEMBERS

Section 3.1 Place of Meeting. Meetings of the Association Members shall be held at such place within the County of Garfield, Colorado, as the Board may determine.

Section 3.2 Annual Meeting. At least one meeting will be held each year. The annual meetings of the Association Members shall be held on a date and at a time selected by the Board. The purpose of the annual meeting is for the election of Directors and the transaction of such other business of the Association as may properly come before the meeting.

Section 3.3 Special Meetings. Special meetings of the Association Members may be called by the President, the Board, or upon written request of the Members having an ownership interest in the General Common Elements representing forty percent (40%) of the total voting rights as set forth in the in the Amended Declaration. A written request of the members will specify the purpose of the requested meeting. Notice for special meetings shall given to the Members stating the place, day, and hour of a special meeting and shall be delivered and effective with at least ten (10) days notice, (but not more than 50 days notice) with the purpose or purposes for which the meeting is called.

Section 3.4 Notice of Meetings. Notice shall be given to the Members stating the place, day, and hour of each meeting and shall be delivered and effective not less than ten (10) nor more than fifty (50) days before the date of the meeting, by or at the direction of the President or the persons calling the meeting as provided under these Bylaws, to the registered address for notice or by email address provided to the Association by the Owner of each Unit entitled to be represented by a vote at such meeting.

Section 3.5 Adjourned Meetings. If any meeting of Association Members cannot be organized because a quorum, as defined herein, has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time for a total period or periods not to exceed thirty (30) days after the date set for the original meeting. The location of the reconvened meeting shall be announced at the meeting prior to adjournment.

Section 3.6 Proxies. Votes may be cast in person or by proxy, but no proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Proxies shall be filed with the Board of the Association at or before the appointed time of each meeting. The Board shall have the power and authority to approve the form of proxy used and, at a minimum, such form shall include the following: (i) identification of the Unit to which the proxy relates; (ii) the name of the holder of the proxy (which must be only one (1) individual); (iii) the scope of the power granted by the proxy; (iv) the duration of the power conveyed by the proxy; and (v) the signature of all Members of record of the Unit.

Section 3.7 Designation of Voting Representative—Proxy. If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity, or any combination thereof, a proxy may be executed and filed with the Association appointing and authorizing one person or alternate persons to attend meetings involving members of the Association and to cast the vote allocated to that Unit. Such proxy shall be effective and remain in force unless voluntarily revoked, amended or sooner terminated by its terms or by operation of law. A proxy may only be revoked if the Unit owner gives actual notice of revocation to the person presiding over the Association meeting. With no liability in damages for the consequences of its action, the Association is entitled to reject a proxy vote if the secretary or other person authorized to tabulate votes has a good faith, reasonable basis for doubting the validity of the signature or the signatory's authority to sign for the Unit owner. Any action of the Association based on the acceptance or rejection of a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation is valid unless determined otherwise by a court of competent jurisdiction. In the absence of a proxy, the vote allocated to the Unit shall be suspended in the event more than one person or entity seeks to exercise the right to vote on any one matter. In the event that a vote is cast by a Member on behalf of such Owner's Unit without objection by any other Owner of such Unit or the person presiding over the meeting, then such voting Member shall be deemed for all purposes under the Declaration and these Bylaws to be the duly and validly appointed representative for all Owners of the Unit, the Association and the Board shall be entitled to rely on the authority of such Member to vote with respect to the Unit, and the vote cast by such person shall be the validly cast vote of all of the Owners of such Unit and shall bind such other Owners.

Section 3.8 Voting by Mail and Electronic Participation. Voting by mail or email is permitted for election of the Board, amendment of the Articles, adoption of a proposed plan of merger, consolidation or dissolution pursuant to the provisions of the Act and the Colorado Nonprofit Corporation Act, each as amended from time to time, or other questions that come before the Association. In case of a vote by mail or email, the Secretary of the Association will give written notice to all Members, which notice will include a proposed written resolution setting forth a description of the proposed action, a statement that the Members are entitled to vote by mail or email for or against such proposal, a statement of a date not less than 20 days after the date such notice will have been given by which all votes must be received, and the specified address of the office to which all votes must be sent. Votes received after that date will not be effective. Delivery of a vote in writing to the designated office will be equivalent to receipt of a vote by mail or email at such address for the purpose of this Section.

Section 3.9 Quorum and Voting. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of all votes entitled to be cast at such meeting, shall constitute a quorum, and such Members present in person or by proxy shall constitute the Members entitled to vote upon any issue presented at a meeting at which a quorum is present. A majority of votes entitled to be cast by such Members present in person or by proxy shall be sufficient to make decisions binding on the Members, unless a different number or method of voting is expressly required by statute or by the Declaration, the articles of incorporation of the Association, or these Bylaws. At any meeting of the Members at which a quorum is present, a quorum shall be deemed to exist throughout such meeting until it is adjourned. 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 Member. The Association and its officer or agent who accepts or rejects a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation in good faith and in accordance with the standards of this section are not liable in damages for the consequences of the acceptance or rejection. Any action of the Association based on the acceptance or rejection of a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation under this Section is valid unless a court of competent jurisdiction determines otherwise.

ARTICLE 4
BOARD OF DIRECTORS

Section 4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, composed of at least three (e) persons who shall be elected by the Members at its annual meeting. At least one board member will be a residential unit owner and at least one board member will be a commercial unit owner. Each Director shall have one (1) vote in all matters coming before the Board of Directors.

Section 4.2 Initial Board. The names and addresses of three (3) persons who are to initially act in the capacity of Directors until their successors are duly elected and qualified are as follows:

Name	Address	Term
Dana Chiappinelli		1-1-24 – 1-1-26
Rodney Naylor (representative of MNS LLC)	2520 Grand Avenue, Suite 210 Glenwood Springs, Colorado 81601	1-1-24- 1-1-26
Jamie Roth (representative of Lupine GWS LLC)	2520 Grand Avenue, Suite 202 Glenwood Springs, Colorado 81601	1-1-24- 1-1-25

Section 4.3 Terms of Office of Board. Two of the initial Directors appointed or elected to the Board shall serve terms of two years, and all others will serve terms of one years. Upon the completion of the initial terms all subsequent Directors will serve for two years. Elections of Directors shall be conducted as provided in Section 4.4 below. The Directors shall hold office until their successors have been elected and qualified.

Section 4.4 Removal of Directors. At any regular or special meeting of the Directors duly called at which a quorum exists, any one or more of the Directors may be removed with or without cause by a vote of eighty percent (75%) of the votes of such Directors present and entitled to be cast at such meeting. Successors may then and there be elected by such Members to fill the vacancies thus created.

Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting. The Board shall designate by resolution or motion when such regular or special meeting shall be held after such meeting is properly set or called in accordance with these Bylaws and Colorado law.

Section 4.5 Vacancies. A vacancy of a Director appointed by one of the initial Members shall be filled by that Member. A vacancy in the community position shall be filled as described above.

Section 4.6 Quorum of Directors. The presence in person or by proxy of seventy-five percent (75%) of the Directors fixed from time to time by these Bylaws shall constitute a quorum for the transaction of business on behalf of the entire Association. At any meeting of the Board at which a quorum is present, a quorum shall be deemed to exist throughout such meeting until it is adjourned.

Section 4.7 Place and Notice of Directors' Meetings. Any regular or special meetings of the Board may be held at such place within Garfield County, Colorado and upon such notice as the Board may prescribe. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except when a Director 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 any member of the Board may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the waiver of notice of such meeting. The Board 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 members of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board. Agendas for all regular and special meetings of the Board shall be made reasonably available for examination by all Members of the Association or their representatives.

The Board may participate in a meeting by means of a conference telephone, video conferencing, or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 4.8 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the 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, and such consent shall have the same force and effect as a unanimous vote.

Section 4.9 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association. The Board may do all such acts and things which are not specifically required to be done by the Members of the Association by law, the Declaration, the articles of incorporation of the Association, or these Bylaws.

Section 4.10 Other Powers and Duties. Without limiting the generality of the powers and duties set forth in these Bylaws, the Board shall be empowered and shall have the powers and duties as follows:

4.10.1 To appoint directors to the Association as set forth in its governing documents on behalf of the Members.

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

4.10.3 To adopt, amend from time to time and enforce administrative rules and regulations governing the use and operation of the Project as provided in the Declaration.

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

4.10.5 To designate and remove personnel necessary for the operation, maintenance, repair, and replacement of the Common Elements in accordance with the terms of the Declaration.

4.10.6 In accordance with the terms of the Declaration, to obtain and maintain in effect the insurance coverage specified in the Declaration to the extent that insurance is available from reputable carriers at costs which are not demonstrably unreasonable.

4.10.7 Subject to the budgeting procedures contained in the Declaration, to fix, determine, levy, and collect the prorated annual Assessments to be paid by each of the Members 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; and pursuant to Section 38-33.3-303(4) of the Act, shall cause to be delivered to all Unit Owners within ninety (90) days after its adoption, a summary of any proposed budget and the date for a meeting of the Unit Owners to consider the budget, as to be determined by the Board and pursuant to the Declaration.

4.10.8 To levy and collect special Assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies, subject to any limitations imposed by the Declaration and the Act, and further subject to the requirement that all special Assessments shall be based on a budget adopted in accordance with the terms of the Declaration prior to levying a special Assessment.

4.10.9 To collect delinquent Assessments by suit or otherwise and to enjoin or seek damages from an Member as provided in the Declaration and these Bylaws; to enforce a late charge in the amount of 12.0 percent (12%) per annum of the outstanding amount or such other charge as the Board may fix by rule from time to time in connection with Assessments remaining unpaid more than fifteen (15) days from the due date for payment thereof; and to collect interest on unpaid Assessments in accordance with the Declaration.

4.10.10 To protect and defend the Project from loss and damage by suit or otherwise.

4.10.11 To dedicate, sell, or transfer all or any part of the Common Elements, subject to any applicable requirements of the Act.

4.10.12 To enter into contracts within the scope of their duties and powers, including, without limitation, contracts with any metropolitan district or other owners' associations or entities to provide services for the benefit of Association Members and their, guests, tenants and invitees.

4.10.13 To establish a bank account for the treasury and for all separate funds which are required or may be deemed advisable by the Board.

4.10.14 To keep and maintain full and accurate books and records showing all of the receipts, expenses, or disbursements of the Board and the Association and to permit examination thereof by Members and their Mortgagees at convenient weekday business hours.

4.10.15 To prepare and deliver annually to each Member a statement showing all receipts, expenses, or disbursements since the last such statement, including depreciation and other tax information.

4.10.16 To provide or cause to be provided education to Members at no cost on at least an annual basis as to the general operations of the Association and the rights and responsibilities of Members, the Association and the Board under Colorado law.

4.10.17 To authorize and account for as a common expense, reimbursement of members of the Board for their actual and necessary expenses incurred in attending educational meetings and seminars on the responsible governance of the Association, in accordance with Section 38-33.3-209.6 of the Act.

4.10.18 To delegate to the Managing Agent 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 by the Association, and to agree to assess to the Members a reasonable fee for such services, except that the duties reserved to the Board by law will not be so delegated.

4.10.19 In general, to perform all other acts permitted under the Act, 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 condominium ownership and the proper governance and operation of the Association, all in accordance with the Declaration. To the fullest extent permitted under the Act, all rights and powers of the Members and/or Mortgagees may be exercised by the Directors in accordance with the powers granted to such Directors under the Declaration.

Section 4.11 Managing Agent. The Board may employ for the Association a Managing Agent(s) at a compensation established by the Board, to perform such duties and services as the Board shall authorize; provided, however, that the Board in delegating such duties shall not be relieved of its responsibility under the Declaration or the Act.

Section 4.12 Directors' Compensation. Directors shall not be paid any compensation for their services performed as such Directors unless a resolution authorizing such remuneration shall have been adopted by the Association. Each member of the Board may receive reimbursement for reasonable transportation, meals, and lodging expenses for attendance at any regular or special meeting of the Board or for other actual expenses incurred in connection with the performance of his or her duties of office as a member of the Board.

ARTICLE 5
OFFICERS AND THEIR DUTIES

Section 5.1 Enumeration of Officers. The officers of the Association shall be a President, Vice-President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The President must be a member of the Board.

Section 5.2 Election of Officers. The election of officers shall take place at the first meeting of the Board and thereafter at the first meeting of the Board following each annual meeting of the Association Members.

Section 5.3 Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 5.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5.5 Resignation and Removal. Any officer may be removed from office with or without cause by a majority of voting Directors of the Board. Any officer may resign at any time by giving written notice to the Board or the President. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 5.7 Multiple Offices. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 5.8 Duties. The duties of the officers are as follows:

5.8.1 President. The President shall preside at all meetings of Association Members and 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; and exercise and discharge such other duties as may be required of the President by the Board.

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

5.8.3 Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board; keep the corporate stamp or seal of the Association, if any, and place it on all papers requiring said stamp or 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 perform such other duties as required by the Board. These duties may be delegated to a third party of Business Manager serving as a contract employee of the Association.

5.8.4 Treasurer. The Treasurer shall receive and deposit all monies of the Association and shall disburse such funds as directed by resolution of the Board; co-sign all promissory notes of the Association; sign all checks of the Association unless the Board specifically directs otherwise; 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; and 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. These duties may be delegated to a third party of Business Manager serving as a contract employee of the Association.

ARTICLE 6
CONFLICT OF INTEREST – BOARD OF BOARD

If any contract, decision, or other action taken by or on behalf of the Board would financially benefit any member of the Board or any person who is a parent, grandparent, spouse, child, or sibling of a member of the Board or a parent or spouse of any of those persons or an entity in which a member of the Board, or a relative of a member of the Board as described above, is a director or officer or has a financial interest, that member of the Board shall declare the conflict in an open meeting, prior to any discussion or action on that issue. After making such declaration, the member may participate in the discussion but shall not vote on that issue. Any contract entered into in violation of this Article is void and unenforceable unless one or more of the following conditions are met (i) disclosures are made to the Board and the Board authorizes, approves or ratifies the conflicting interest transaction, (ii) disclosures are made to the owners and the owners approve the conflicting interest transaction, or (iii) the conflicting interest transaction is fair to the Association. No loans shall be made to the Association to any member of the Board or officers of the Association. Any member of the Board or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

ARTICLE 7
INDEMNIFICATION OF DIRECTORS AND OFFICERS

To the extent permitted by law and consistent with the articles of incorporation of the Association, the Association shall indemnify every Director, officer, employee and agent of the Association and every person who serves at the request of the Association as a manager, director, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, or other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of that person's capacity as such. The indemnification permitted under this Article shall not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association.

In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of such actions or omissions in the performance of such person's duties for the Association. The foregoing rights shall not be exclusive of other rights to which such Director or officer or other person may be entitled. All liability, loss, damage, cost, and expense arising put of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a Common Expense.

ARTICLE 8

Section 8.1 Amendments. These Bylaws may be amended by action of the Board of Directors at a regular or special meeting of the Board. No amendment shall serve to shorten the term of any Director, conflict with the Act or delete any provision which must be contained in these Bylaws under the terms of the Act, or conflict with the articles of incorporation of the Association or the Declaration.

Section 8.2 Compliance With the Act. These Bylaws are intended to comply with the requirements of the Act. If any of these Bylaws conflict with the provisions of the Act, the provisions of the Act will govern the Association.

Section 8.3 Conflict Between Documents. In the case of any conflict between the articles of incorporation of the Association and these Bylaws, the articles shall control; and in the case of any conflict between the Declaration and these Bylaws or the articles of incorporation of the Association, the Declaration shall control.

ARTICLE 9
SERVICES

The Association, whether through all Members or through a Managing Agent, shall provide, among others, the following services relating to the administration and operation of the Association:

(a) administrative payroll;
(b) accounting services;
(c) provision of office supplies;
(d) subject to the Declaration, maintenance of the Common Elements, including all exterior maintenance of buildings; grounds maintenance including irrigation water, parking area, roadway, and driveway maintenance; and snow removal on sidewalks and private driveways, roadways, roofs and parking areas; landscaping and cleaning;
(e) provision of maintenance supplies;
(f) legal services;
(g) electricity service for the Common Elements, including area lighting;
(h) trash removal;
(i) payment of reimbursable expenses of the Board;
(j) maintenance of insurance for Common Elements and other insurance specified in the Declaration; and
(k) establishment of reserve fund for maintenance, repair, and replacement of the Common Elements as required by the Declaration.
(l) education to Members at no cost and at least once a year as to the general operations of the Association and the rights and responsibilities of Members, the Association, and the Board, in accordance with Section 38-33.3-209.7 of the Act.

ARTICLE 10
NONPROFIT CORPORATION

The Association is not organized for profit. No Member of the Association, member of the Board, or person from whom the Association may receive any property or funds, shall receive or shall be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event shall 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 Member or member of the Board. The foregoing, however, shall neither prevent nor restrict the following: (1) reasonable compensation may be paid to any member or Director acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, (2) any member or Director 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 (3) the distribution of any proceeds of insurance or from condemnation or the sale of the Project as described in the Declaration.

ARTICLE 11
OBLIGATIONS OF THE OWNERS

Section 11.1 Assessments. Except as otherwise provided in the Declaration, all Owners shall be obligated to pay the annual Assessments imposed by the Association to meet the Common Expenses. Unless otherwise determined by the Association, the annual Assessments, and any special Assessments which are to be paid in periodic installments, shall be paid periodically in advance and shall be due and payable to the Association at its principal office, or as the Association may otherwise direct in any Management Agreement, without notice (except as otherwise required by the Declaration), on the first day of the payment period. An Association member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of Association members, within the meaning of these Bylaws, if, and only *if,* such member shall have fully paid all Assessments made or levied against such member and the Unit owned by such member. If the Owner fails to timely pay assessments or any money or sums due to the Association, the Owner may be required to reimburse the Association for collection costs and reasonable attorney fees and costs incurred as a result of such failure to pay without the necessity of commencing a legal proceeding, in accordance with Section 38-33.3-124 of the Act.

Section 11.2 Registration of Mailing Address. All Owners of each Unit shall have one and the same registered mailing address to be used by the Association for mailing of notices, demands, and all other communications; and such registered address shall be the only mailing address of a person or persons, firm, corporation, partnership, association, or other legal entity or such combination thereof to be used by the Association. Such registered address of a Unit Owner or Owners shall be furnished by such Owner(s) to the secretary of the Association within five (5) days after transfer of title; and such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interests of all Owners thereof. Notwithstanding the foregoing, the Association shall be entitled to rely upon any such registration or other notice of a change in address of the Owners of a Unit which is signed by less than all of the Owners of such Unit. If the Unit is the registered address of the Owners, then any notice shall have been deemed to be duly given if it is delivered to any person occupying that Unit or, if such Unit is unoccupied, if the notice is held and available for the Owners at the principal office of the Association. The registered address may be changed from time to time by designation in accordance with this Section.

ARTICLE 12
COMMITTEES

The Board of the Association may appoint such committees as deemed appropriate in carrying out its purposes.

ARTICLE 13
FISCAL YEAR

The fiscal year of the Association shall begin on a date to be determined by action of the Board, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE 14
FAILURE TO COMPLY WITH THE ACT

The Association and any Unit Owner may seek reimbursement for collection costs and reasonable attorney fees and costs incurred as a result of any failure to comply with any provision of the Act or of the Declaration, Bylaws, Articles, or rules and regulations, other than the payment of assessments or any money or sums due to the Association, without the necessity of commencing a legal proceeding, in accordance with Section 38-33.3-123 of the Act. In the event a legal proceeding is brought to enforce or defend any provisions of the Act or the Declaration, Bylaws, Articles, or rules and regulations, the court shall award reasonable collection costs and attorney fees and costs to the party prevailing on the claim.

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Penrose Plaza Planned Community, a Colorado nonprofit corporation; and

That the foregoing Bylaws constitute the original Bylaws of the Association as duly adopted by written action of the Board of Directors to be effective on ______________.

____

_______________________, Secretary