

AMENDMENTS TO BYLAWS

The following amendments to the Bylaws of Orofino By Straight Creek Condominium Association, a Colorado nonprofit corporation, dated July 8, 1994, were hereby approved by an affirmative two-thirds (2/3rds) vote of the full Board at a Regular Meeting of the Board of Directors held July 22, 1995:

1. Add to Article IV, Section 3, a paragraph (d): "Creation of Association Lien and Personal Obligation to Pay Assessments. Each owner shall be deemed to covenant and agree, and each Unit, Unit Week, and member of the Association, by virtue of ownership of a Unit or Unit Week, shall be deemed to covenant and agree to pay to the Association annual assessments and such other assessments as imposed by the Association in accordance with the Association documents. Such assessments, including fees, charges, late charges, attorney fees, fines, and interest charged by the Association shall be the personal obligation of the owner of such Unit or Unit Week at the time when the assessment or other charges became or fell due. The Association annual assessments and such other assessments as imposed by the Association, including fees, charges, late charges, attorney fees, fines, and interest charged by the Association, shall be a charge on each Unit, Unit Week, and membership and shall be a continuing lien upon the Unit, Unit Week, and membership against which each such assessment or charge is made. If any assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due, and the owner shall be personally liable for the full amount of the assessment from such date. The personal obligation to pay any past due sums due the Association shall not pass to a successor unless expressly assumed by them. No owner or member may become exempt from liability for payment of the assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit, Unit Week, or membership against which the assessments are made. All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration. In the case of multiple owners of a Unit or Unit Week, each such owner shall be jointly and severally liable personally for each such assessment.
2. Add to Article IV Section 7: "A proxy is void if it is not dated, is improperly or incompletely executed, or purports to be revocable without notice."
3. Add to Article IV Section 9(a): "The vote of a partnership may be cast by any general partner of the owning partnership or by any officer of a business trust in the absence of express notice of the designation of a specific person by the owning partnership or business trust. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership, or business trust owner is qualified to vote."
4. Add to Article IV Section 9(e)(1)(c): "There is a majority agreement if any one of the members cast the votes allocated without protest made promptly to the person presiding over the meeting by another owner of that membership".
5. Add to Article IV a Section 9(f): "Votes allocated to a membership or weeks owned

by or in the possession of the Association shall be cast by the Association."

6. Add to Article IV a Section 11: "Abatement and Enjoinment of Violations by Members. The violation of any of the rules and regulations adopted by the Board of Directors or the breach of any provision of the Association Documents shall give the Board the right, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

- (a) To enter the Unit or Limited Common Element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting member, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist in that Unit) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Association Documents. The Board shall not be deemed liable for any manner of trespass by this action; or
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Dated this 22nd day of July, 1995.

Kevin F. Dickson
Kevin Dickson, Secretary