



**BYLAWS
OF
BEARS DEN CONDOMINIUMS ASSOCIATION, INC.**

**ARTICLE I
OFFICES**

Bears Den Condominiums Association, Inc. (the "Association") is a Colorado non-profit corporation, with its principal office located in Frisco, Colorado. The mailing address of the Association is PO Box 2550, Frisco, Colorado 80443. The Association may also have other offices and may carry on its purposes at such other places within and outside the State of Colorado as the Executive Board may from time to time determine.

**ARTICLE II
DEFINITIONS AND ASSENT**

2.1 Definitions. The definitions in the Condominium Declaration for Bears Den Condominiums, as amended from time to time and recorded in the office of the Clerk and Recorder of Summit County, Colorado, shall apply to these Bylaws.

2.2 Assent. All present or future Unit Owners, their families, present or future tenants, and their guests and invitees, and any other person using the facilities of Bears Den Condominiums in any manner are subject to the Association Documents, including these Bylaws. The acquisition, rental or occupancy of any of the Condominium Units in Bears Den Condominiums shall constitute ratification and acceptance of these Bylaws.

**ARTICLE III
MEMBERSHIP, VOTING QUORUM AND PROXIES**

3.1 Membership and Voting. The Association shall be a membership corporation without certificates or shares of stock. The Association shall have one (1) class of voting membership. Members shall be all Residential Unit and Commercial Unit Owners and, except as otherwise provided for in the Association Documents, shall be entitled to vote in Association matters based on the number of votes allocated in the Declaration to the Condominium Unit owned by each such Member. When more than one person holds an interest in any Condominium Unit, all such persons shall be Members. The vote for each such Condominium Unit shall be exercised by one person or alternative person (who may be a tenant of the Owners) appointed by proxy in accordance with the Bylaws. In the absence of a proxy, the vote allocated to the Condominium Unit shall be suspended in the event more than one person or entity seeks to exercise the right to vote on any one matter.

3.2 Termination of Membership. Member shall terminate automatically without any Association action whenever a Member ceases to own a Condominium Unit. Termination of membership shall not relieve or release any former Member from any liability or obligation incurred by virtue of, or in any way connected with, ownership of a Condominium Unit, or

impair any rights or remedies which the Association or other may have against such former Member arising out of, or in any way concerned with, such membership.

3.3 Election of Executive Board. In the election of the Executive Board, after the period of Declarant control described in Section 3.8 of the Declaration, one Member from each Condominium Unit shall have the right to cast the vote to which such Unit is entitled for as many persons as there are Directors to be elected. Cumulative voting shall not be allowed.

3.4 Quorum. A quorum is deemed present throughout any meeting of the Association if persons entitled to cast 20% of the votes which may be cast at such a meeting are present, in person or by proxy, at the beginning of the meeting.

3.5 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. All proxies must be in writing and may be either general or for a particular meeting. A proxy holder must be a Unit Owner, or representative thereof.

3.6 Majority Vote. Unless a different percentage is required by law, the Declaration, the Articles of Incorporation or these Bylaws, all matters shall be decided by the affirmative vote of a majority of the votes of Members entitled to vote on the subject matter.

ARTICLE IV MEETINGS

4.1 Annual Meeting. The annual meeting of the Members shall be held at a time and date designated by the Executive Board in each calendar year for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

4.2 Special Meetings. Special meetings of the Members for any purpose other than those regulated by statute shall be called by the President of the Association, either upon resolution of the Executive Board, or by petition of Unit Owners representing an aggregate ownership interest of at least fifty percent (50%) of the votes in the Association.

4.3 Notice of Meetings. The President or Secretary shall give, or cause to be given, written notice of the time, place and purpose of each annual or special meeting by mailing, postage pre-paid, or hand-delivering such notice at least ten (10) days, but not more than fifty (50) days, prior to such meeting to each Member of the Association at the address of such Member that appears in the records of the Association. The Executive Board may set a record date for determination of Member entitled to notice of and to vote at a meeting.

4.4 Adjourned Meetings. If, at the time and place of meeting, a quorum is lacking, the chairman of the meeting, or the Members holding a majority of the votes present, in person or by proxy, may adjourn the meeting from time to time until a quorum exists. At any adjourned meeting at which a quorum exists, any business may be transacted which might have been transacted at the original meeting.

4.5 Waiver of Notice. Any Member may at any time waive any notice required to be given under these Bylaws, by statute or otherwise. The presence of a Member in person at any meeting of the Members shall constitute a waiver, unless such presence is for the express purpose of objecting to the meeting for the reason that it was not lawfully called.

4.6 Place of Meetings. A waiver of notice signed by all Members entitled to vote at a meeting may designate any place, either within or outside Colorado, as the place for such meeting. If there is no such waiver, the place for annual and special meetings shall be the principal office of the Association.

4.7 Action of Member without a Meeting. Any action required to be taken, or which may be taken at a meeting of the Members, may be taken without a meeting, if consent in writing setting forth the action so taken, is signed by all of the Members entitled to vote with respect to such action.

4.8 Order of Business. The order of business at all meetings of Members shall be as follows:

- A. Roll call;
- B. Statement of compliance with procedures for notice of meeting or waiver of notice;
- C. Reading of minutes;
- D. Reports of officers;
- E. Reports of committees;
- F. Election of Directors (annual meetings only)
- G. Unfinished business;
- H. New business; and
- I. Adjournment

4.9 Rule of Meetings. The Executive Board may prescribe reasonable rule for the conduct of all meetings of the Executive Board and Members and in the absence of such rule, Robert's Rules of Order shall be used.

ARTICLE V EXECUTIVE BOARD

5.1 Association Responsibilities. The Unit Owners will constitute the Association, who will have the responsibility of administering the Property through an Executive Board. In the event of any dispute or disagreement between any Unit Owners relating to the Property or any questions of interpretation or application of the provisions of the Declaration or Bylaws, such dispute or disagreement shall be submitted to the Executive Board. The determination of such dispute or disagreement by Executive Board shall be binding on all such Unit Owners, subject to the right of Unit Owners to seek other remedies provided by law after such determination by the Executive Board.

5.2 Number. The affairs of this Association shall be managed by an Executive Board of not less than three (3) and no more than five (5) Directors who shall be Members of the Association or the delegates of Members appointed by proxy under Section 3.5 above (except as provided in Section 5.3 below). The number of the Executive Board shall be established from time to time by

amendment to these Bylaws. The initial number of Directors on the Executive Board shall be three (3).

5.3 Executive Board during Period of Declarant Control. Subject to Section 5.4 below, there shall be a period of Declarant control of the Association during which the Declarant, or person designated by the Declarant, may appoint and remove the Directors and Officers of the Executive Board. The period of Declarant control of the Association described in Section 3.8 of the Declaration shall terminate upon the first to occur of the following events:

- A. Sixty days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than a Declarant;
- B. Two years after the last conveyance of a Unit by the Declarant in the course of ordinary business; and
- C. Two years after any right to add new Units was last exercised.

5.4 Member Representation on Executive Board. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than a Declarant, at least one Director and not less than twenty-five percent (25%) of the Directors of the Executive Board must be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent (33 1/3%) of the member of the Executive Board must be elected by Unit owners other than the Declarant.

Except as otherwise provided in Section 38-33.3-220(5), Colorado Revised Statutes, not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three Directors, at least a majority of whom must be Unit Owners other than the Declarant or designated representatives of Unit Owners other than the Declarant.

5.5 Term of Office of Directors during Members' Control. The term of office for the initial Directors elected by the Members shall be fixed at the time of their election as they themselves shall determine in order to establish a system of three (3) year terms in which at least one-third (1/3) of the Executive Board is elected each year, and the Executive Board shall identify in which year the directorships for each category of representation are subject to election. For example, if the number of Directors on the initial Executive Board is set at three (3) pursuant to Section 5.2 above, one (1) Director shall serve for a one (1) year term, one (1) Director shall serve for a two (2) year term, and one (1) Director shall serve for a three (3) year term. At the expiration of the initial term of office of each respective Director, a successor shall be elected to serve three (3) years. Each Director shall hold office until such Director's successor is elected by the Association and qualified.

5.6 Removal of Directors; Vacancies. Directors may be removed and vacancies on the Executive Board may be filled as follows:

- A. By the Members. The Members, by a two-thirds (2/3) vote of all Members present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any Director with or without cause, other than a Director appointed by the Declarant. A successor to any Director removed may be elected at such meeting to fill the vacancy created by removal of the Director. A Director whose removal is proposed by the Members shall be given notice of the Proposed removal at least ten (10) days prior to the date of such meeting and shall be given an opportunity to be heard at such meeting.
- B. By the Executive Board. Any Director who has three (3) consecutive unexcused absences from Executive Board meetings or who is delinquent in the payment of any Assessment for more than thirty (30) days may be removed by a majority vote of the Director present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Executive Board. In the event of the death, disability, resignation or removal by the Executive Board, as set forth in this subsection (B), of a Director, a vacancy may be declared by the Executive Board, and the Executive Board may appoint a successor. Any successor appointed by the Executive Board shall serve for the remainder of the term of the Director replaced.

5.7 Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of a first class residential community. The Executive Board may do all such acts and things as are not by law, the Articles, these Bylaws or the Declaration either prohibited or directed to be exercised and done by the Unit Owners.

5.8 Other Powers and Duties. The Executive Board shall be empowered and shall have the duties as follows:

- A. to administer and enforce the covenant, conditions, restrictions, easements, uses, limitation, obligations and all other provisions set forth in the Declaration and in the Articles and the Bylaws;
- B. to establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the Units and the General Common Elements with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each Unit Owner promptly upon the adoption thereof;
- C. to keep in good order, condition and repair the General Common Elements and Limited Common Elements and all items of personal property, if any, used in the enjoyment of the Property;
- D. to obtain and maintain all policies of insurance required by the Declaration;
- E. subject to the ratification requirements of Section 9.4 of the Declaration, to periodically fix, determine, levy and collect the prorated Assessments to be paid by

each of the Unit Owners towards the Common Expenses of the Association and to adjust, decrease or increase the amount of the Assessments, refund any excess Assessments to the Unit Owners or to credit any excess of Assessments over expenses and cash reserves to the Unit Owners against the next succeeding assessment period. To levy and collect Special Assessments in accordance with the provisions of the Declaration, whenever in the opinion of the Executive 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. All Special Assessments shall be in statement form and shall set forth in detail the various expenses for which the Assessments are being made;

- F. to impose penalties and collect delinquent Assessments by suit or otherwise, to collect costs and reasonable attorney's fees, and to enjoin or seek damages from a Unit Owner as is provided in the Declaration;
- G. to protect and defend Bears Den Condominiums from loss and damage by suit to otherwise;
- H. to borrow funds and to give security therefore in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the Declaration or these Bylaws and to execute all such instruments evidencing such indebtedness as the Executive Board may deem necessary or desirable;
- I. to enter into contract within the scope of their duties and powers, provided however, that any agreement for professional management of Bears Den Condominiums or any other contract providing for services of the Declarant may not exceed three (3) years, and any such agreement must provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;
- J. to establish bank accounts which are interest-bearing or non-interest bearing, as may be deemed advisable by the Executive Board;
- K. to keep and maintain detailed, full and accurate books and records showing in chronological order all of the receipts, expenses or disbursements pursuant to appropriate specify and itemization and to permit inspection thereof as is provided in the Declaration and these Bylaws and, upon the vote of Unit Owners representing two-thirds (2/3) of the votes in the Association, to cause a complete audit to be made of this books and records by a competent certified public accountant;
- L. to designate and remove the personnel necessary for the operation, maintenance, repair, and replacement of the General Common Elements and Limited Common Elements;

M. to suspend the voting rights of a Unit Owner for failure to comply with these Bylaws or the rules and regulations of the Association or any other obligations of Bears Den Condominiums.

5.9 Manager. The Executive Board may employ for the Association a Manager (at a reasonable compensation established by the Executive Board) to perform such duties and services as it shall authorize. The Executive Board may delegate any of the powers and duties granted to it but, notwithstanding such delegation, shall not be relieved of its responsibility under the Declaration, the Articles or these Bylaws.

5.10 Regular Meetings. Regular Meetings of the Executive Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held each year. Notice of regular meetings of the Executive Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.11 Special Meetings. Special meetings of the Executive Board may be called by the President, on his own initiative, on three (3) days notice to each Director, given personally, or by mail, telephone or telegraph, which notice shall set forth the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on receipt of a written request to call such a special meeting from at least two (2) Directors.

5.12 Waiver of Notice. Before or at any meeting of the Executive Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Executive Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted such meeting.

5.13 Executive Board Quorum. At all meetings of the Executive Board, 50% of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be acts of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, the than one (1) week until a quorum is obtained or until a conclusion can be reached. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.14 Compensation; Fidelity Bonds. The Directors shall serve without salary or compensation. The Executive Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds and such fidelity bonds shall be required when the Declaration so provides. The premiums on such bonds shall be paid by the Association.

5.15 Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Executive Board may be taken without a meeting if consent in writing, setting forth the

action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as the unanimous vote of the Directors.

5.16 Teleconference Meetings. Any regular or special meeting of the Executive Board may be conducted by teleconference, followed by minutes of such meeting, which shall be distributed to each Director.

ARTICLE VI OFFICERS

6.1 General. The officers of the Association (who shall be chosen from among the members of the Executive Board) shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer. The officers shall be appointed by an affirmative vote of a majority of the members of the Executive Board. The Executive Board may appoint such other officers, assistant officers, committees and agents, including Assistant Secretaries and Assistant Treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Executive Board. One (1) person may hold two (2) offices, except that no person may simultaneously hold the offices of President and Secretary. In all cases where the duties of any officer agent or employee are not prescribed by the Bylaws or b the Executive Board, such officer, agent or employee shall follow the orders and instructions of the President.

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

6.3 Vacancies. A vacancy in any office, however occurring, may be filled by an affirmative vote of a majority of the Directors for the remaining portion of the term.

6.4 President. The President shall be the chief executive officer of the Association. They shall preside at all meetings of the Association and of the Executive Board. They shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents and employees.

6.5 Vice Presidents. The Vice Presidents shall assist the President and shall perform such duties as may be assigned to them by the President or by the Executive Board. In the absence of the President, the Vice President designated by the Executive Board or if there shall be no such designation, designated in writing by the President, shall have the powers and perform the duties of the President. If no such designation shall be made, all Vice Presidents may exercise such powers and perform such duties.

6.6 Secretary. The Secretary shall keep the minutes of the proceedings of the Members and the Executive Board. They shall see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration and as required by the law. They shall be custodian of the

corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Executive Board. They shall keep at its registered office or principal place of business within or outside Colorado a record containing the names and registered addresses of all Members, the designation of the Condominium Unit owned by each Member and the name and address of each Mortgagee who has notified the Association of the Mortgage. They shall, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Executive Board. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

6.7 Treasurer. The Treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the Executive Board. They shall receive and give receipts and quittances for monies paid in on account of the Association, and shall pay out of the funds on have all bills, payrolls and other just debts of the Association of whatever nature upon maturity. They shall perform all other duties incident to the office of the Treasurer and, upon request of the Executive Board, shall make such reports to it as may be required at any time. They shall, if required by the Executive Board or by law, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Executive Board, conditioned upon the faithful performance of their duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the Association. They shall have such other powers and perform such other duties as may be from time to time prescribed by the Executive Board or the President. The Assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer.

ARTICLE VII INDEMNIFICATION

7.1 Definitions. For purposes of this Article VII, the following terms shall have the meanings set forth below:

- A. Proceeding. Any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal;
- B. Indemnified Party. Any person who is or was a party or is threatened to be made a party to any Proceeding by reason of the fact that he is or was a director or officer of the Association or, while a Director or officer of the Association, is or was serving at the request of the Association as a Director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust or other enterprise including, without limitation, any employee benefit plan of the Association for which any such person is or was serving as a trustee, plan administrator or other fiduciary.

7.2 Indemnification. The Association shall indemnify any Indemnified Party in any Proceeding to the fullest extent permitted by law.

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

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

ARTICLE VIII AMENDMENT OF BYLAWS

8.1 Amendment by the Members. Except as provided in Section 8.3 or 8.4 hereof, these Bylaws may be amended by the affirmative vote of at least seventy-five percent (75%) of provided that a quorum is present at any such meeting. Amendments may be proposed by the Executive Board or by petition signed by the holders of at least a majority of the votes. A statement of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment will be voted upon.

8.2 Amendment by the Executive Board. Except as provided in Section 8.3 or 8.4 hereof, these Bylaws may be amended by the unanimous vote of the Executive Board at any regular or special meeting, provided that a quorum is present at such meeting. A statement of any proposed amendment shall accompany the notice of any regular or special Executive Board meeting at which such proposed amendment will be voted upon.

8.3 Restriction on Amendment. However, notwithstanding the foregoing, no provisions of these Bylaws may be amended by the Executive Board or by a number of Owners which is less than the number Owners that is required within that particular provision to take certain action.

8.4 Scope Amendments. These Bylaws may not be amended in a manner inconsistent with the Articles of Incorporation of the Association, the Declaration, or any applicable provision of Colorado Law.

ARTICLE IX
CORPORATE SEAL

The Executive Board shall provide a suitable corporate seal containing the name of the Association, which seal shall be in the custody and control of the Secretary. The corporate seal shall be circular and shall have inscribed thereon the name of the Association and the word "Colorado" in the circle and the work "Seal" in the middle. If and when so directed by the Executive Board, a duplicate seal may be kept and used by such officer or other person as the Executive Board may name.

ARTICLE X
MISCELLANEOUS

10.1 Registration of Mailing Address. If a Unit is owned by two (2) or more Unit Owners, such co-Unit Owners shall designate one (1) address as the registered address required by the Declaration and shall designate the "voting member". A Unit Owner or Owner shall notify the Secretary of his or their (a) registered address within five (5) days after any transfer of title or change of address, and (b) "voting member" within five (5) days after any transfer of title or designation thereof. Such notice shall be written and signed by all of the Unit Owners to which it relates or by such persons authorized to sign on behalf of such Unit Owners.

10.2 Notice to Association. Every Unit Owner shall timely notify the Association of the name and address of any Mortgagee, purchaser, transferee or lessee of his Condominium Unit. The Association shall maintain such information at the office of the Association.

10.3 Proof of Ownership. Except for those Unit Owners who initially purchase a Condominium Unit from Declarant, every person becoming a Unit Owner shall immediately furnish to the Executive Board a photocopy or a certified copy of the recorded instrument vesting in that person such ownership, which instrument shall remain in the files of the Association. A Member shall not be deemed to be in good standing not shall they be entitled to vote at any annual or special meeting of Members unless this requirement is first met.

10.4 Character of Association. The Association is not organized for profit. No member, member of the Executive Board, officer or person for whom the Association may receive any property or funds shall receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of, any member of the Executive Board, officers or Members, except upon a dissolution of the Association, provided, however, (1) that reasonable compensation may be paid to any Member, manager, Director, or officer while acting as an agent or employee of the Association for service rendered in effecting one or more of the purposes of the Association, and (2) that any Member, manager, Director, or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

10.5 Right of Entry. The Manager and any person authorized by the Executive Board shall have the right to enter each Unit in case of any emergency originating in or threatening such Unit

whether or not the Owner or occupant is present at the time. Such authorized persons shall also have the right to enter each Unit to perform maintenance and repair work as prescribed by these Bylaws and the Declaration.

10.6 Fiscal Year. The fiscal year of the Association shall be determined by the Executive Board and shall be subject to change by the Executive Board as necessary.

10.7 Books and Records. The Association shall make available for inspection, upon request, during normal business hours under other reasonable circumstances, to Unit Owners and to Mortgagees, current copies of the Association Documents and the books, records, and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

10.8 Captions. The captions and headings in these Bylaws are for convenience only and shall not be considered in construing any provision of these Bylaws.

10.9 Numbers and Genders. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, and the use of any gender shall include all genders.

