

EXHIBIT A

FIRST AMENDMENT TO BYLAWS OF GRAND TIMBER LODGE OWNERS= ASSOCIATION

Pursuant to Section 7.1 of the Bylaws of the Grand Timber Lodge Owners= Association, the Bylaws are hereby adopted by the addition of the following:

ARTICLE 15 - CONSTRUCTION LITIGATION PROCEDURES

Section 15.1 Association=s Enforcement Rights. In the event of an alleged defect in (i) the soils of any property which lie within the Grand Timber Lodge Condominium or any part or parcel thereof or any Improvement thereon; (ii) the physical condition of any Common Element or any Improvement thereon; or (iii) any Improvement to the Real Estate (collectively, a ADefect@), or in the event of any other claim for any other alleged matter whatsoever, including without limitation, a breach of the Declaration, Articles or Bylaws (collectively, a AGeneral Claim@), brought by the Association against Declarant, the Board of Directors shall have the right, after complying with the procedures set forth in this Article, and upon an affirmative vote of a majority of the Board and of a majority of the Members as hereinafter provided, to proceed with a cause of action against the Developer for any of the foregoing reasons.

Section 15.2 Written Notice. The Association shall be required to give written notice to the Developer specifying the particular Defect which is the subject of the claim, including identification of the affected property or Improvements and specifying the facts and circumstances supporting any General Claim. Within thirty (30) days following receipt of the notice, the Developer shall make a written request to inspect the same in order to evaluate the Defect or the General Claim. Such request shall have the effect of tolling all statutes of limitations to a noticed claim until thirty (30) days after the Developer delivers written notice to the Association canceling the tolling.

Section 15.3 Developer Inspections. The Association shall allow the Developer to inspect all property and Improvements identified in the Association=s notice. A majority of the Board of Directors shall be required to meet and confer with the Developer on at least one occasion to discuss the alleged Defect or General Claim. Either party may be represented at the meeting by attorneys and independent consultants. The Association shall be required to make arrangements for the Developer, at the Developer=s cost, to do reasonable destructive testing, provided that the Developer shall pay all costs to restore all property or Improvements to its original condition and indemnify the Association against any liability for such destructive testing. All inspections and destructive testing must be completed within thirty (30) days following the property and/or Improvements being made available.

Section 15.4 Developer Settlement Proposal. Within thirty (30) days after completion of the inspection and destructive testing, the Developer shall submit a written statement to the Association setting forth the Developer=s proposed settlement of each claim of Defect and General

Section 15.7 Mediation. Prior to the institution of an action against the Developer for the Defect of General Claim, the Association shall first be required to submit all matters to non-binding mediation before a person or entity who is certified to conduct Alternative Dispute Resolution in the State of Colorado and who is mutually agreeable to both the Association and the Developer, subject to the following requirements:

(a) the mediator must be a person qualified, either with applicable industry experience or legal experience with respect to the claim of a Defect or General claim, to consider and resolve the applicable claim;

(b) if the parties cannot agree upon a mediator, either party may petition the District Court to appoint such mediator;

(c) the fees and costs of the arbitrator or mediator and its consultants shall be borne equally by the Association and the Developer;

(d) the mediator shall have authority to establish reasonable terms regarding inspections, destructive testing, and retention of independent consultants;

(e) the arbitrator shall hold at least one hearing in which the parties, their attorneys, and expert consultants may participate;

(f) all statutes of limitations on any claim subject to the mediation shall be tolled for the period of mediation, but no longer than 120 days;

(g) the Developer shall have the right to allow subcontractors to participate in the mediation proceedings to determine indemnification rights and obligations, provided that the Association is not made to bear the cost of resolution of such indemnity issues; and

Section 15.8 Utilization of funds Resulting from the Cause of Action. In the event the Association receives funds as a result of any settlement, litigation or judgment based upon a cause of action, after payment of fees and costs incurred in connection with prosecution of such action, the Association shall:

(a) deposit the proceeds in a special, interest-bearing account; and

(b) utilize the proceeds only for the purpose of performing remedial or repair work on the conditions which were the subject of the claim of Defect or for purposes of remedying the General Claim.

Claim and the reasons therefor, and stating whether the Developer proposes to do any necessary remedial work or to pay the Association a cash sum in lieu thereof. A majority of the Board of Directors shall be required to meet and confer with the Developer on at least one occasion to discuss the proposed settlement, if any. Either party may be represented at the meeting by attorneys or independent consultants. If the Developer does not deliver such a written statement to the Association within thirty (30) days following the completion of the destructive testing, the Association shall have the right to institute a cause of action against the Developer in accordance with the procedures set forth herein.

Section 15.5 Lawsuit Against the Developer. The consent of a majority of Members of the Association entitled to vote thereon must be obtained before the Association shall have the power to institute a cause of action against the Developer for the Defect or the General Claim. However, such consent must be obtained by the Association only after it delivers ballots to all Members of the Association in accordance with the notice procedures set forth in the Bylaws with respect to special meetings. Such deliver shall also include written materials which provide:

- (a) a statement of the Defect or the General Claim;
- (b) a copy of the Developer=s written response thereto, including any settlement proposal;
- (c) a statement advising Members of their duty to disclose to prospective purchasers and lenders the General Claim or Defect which the Association will assert against the Developer;
- (d) a statement that recovery from litigation may not result in receipt of funds to pay all costs of repairing the Defect or remedying the General Claim as estimated by experts retained by the Association;
- (e) an estimate of the cost to the Association in prosecuting the cause of action; and
- (f) a description of the agreement with the attorney whom the Board proposes to retain to prosecute the cause of action.


All communications by the Association to the Members shall be deemed privileged communications.

Section 15.6 Liability of Directors or Officers for Failure to Maintain an Action Against the Developer. No officer or director of the Association shall be liable to any person for failure to institute or maintain or bring to conclusion such cause of action in the following criteria are satisfied:

- (a) the officer or director was acting within the scope of his duties;
- (b) the officer or director was acting in good faith; and
- (c) the act or omission was not willful, wanton or grossly negligent.

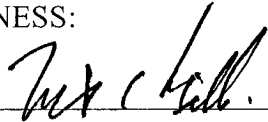
CERTIFICATE

The undersigned, as Secretary of the Grand Timber Lodge Owners= Association, Inc. hereby certifies that the foregoing Amendment to the Bylaws was adopted at a [special] regular meeting of the owners of the Grand Timber Lodge Owners= Association held on the 31st day of December, 2002.



Secretary
Grand Timber Lodge Owners= Association, Inc.

WITNESS:



**CONSENT OF BOARD OF MANAGERS OF
GRAND TIMBER LODGE OWNERS' ASSOCIATION, INC.
DECEMBER 31, 2002**

Pursuant to the Colorado Revised Non-Profit Corporation Act and the Articles and Bylaws of the Association, the undersigned, being all of the Members of the Board of Managers of the Grand Timber Lodge Owners' Association, Inc. hereby consent to the following:

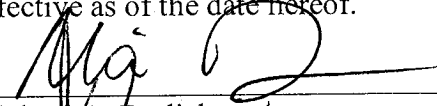
WHEREAS, Section 7.1 of the Bylaws of Grand Timber Lodge Owners' Association, Inc. permits the amendment of the Bylaws by a vote of a quorum of the Board of Managers:

NOW THEREFORE, RESOLVED, that the First Amendment to Bylaws of Grand Timber Lodge Owners' Association, Inc. in the form attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted, effective as of the date hereof.

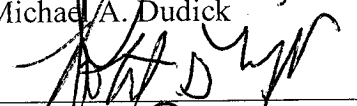
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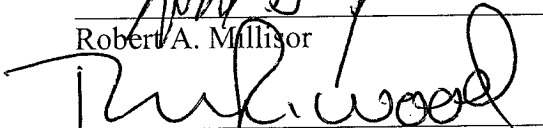
12-31-02
Date



Michael A. Dudick



Robert A. Millisor



Tom Wood